

THE SCULLY LAND SYSTEM IN MARION COUNTY, KANSAS

by

HOMER EDWARD SOCOLOFSKY

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PREFACE

Outside of the immediate areas in which they have land, William Scully and the Scully family name are almost unknown. For years during the last half of the nineteenth century, "Lord" Scully, who accumulated over two hundred thousand acres of American farm land during his lifetime, was considered a menace to American society. Newspaper campaigns, and state and national laws were directed at him to curb his activities as an alien absentee landlord and they finally forced him to become a naturalized American citizen. His family has carried on the traditions which have made the Scully land system a peculiar institution.

The writer of this thesis has had a particular interest in the Scully system because his grandfather bought a quarter section farm in Marion County in 1893 and within a year or so began leasing an adjoining quarter from "Lord" Scully. Under a system of one year leases this land was rented by the same family for sixty years. For the first eighteen years of his life, the writer lived in Marion County and since leaving has discovered that few people are aware of the Scully land system.

The purpose of this thesis is to present in historical fashion the background and activities of William Scully, his method of accumulating land and the system of landlordism he instituted. Scully holdings in Marion County comprise the

largest area of any county in any state in which the family owns farm property. The principal subject of the present study is this system of landlordism in Marion County. Although the report of the Scully system in the United States could have been amplified, it is limited principally to Marion County and to Kansas because of the availability of material.

The principal sources of information regarding this subject have been personal interviews, personal correspondence, public records, law and history books, periodical and newspaper articles. I wish to thank and acknowledge my indebtedness to the many people who have helped in the gathering of this material and to Dr. Verne S. Swedlund of the Department of History and Government for his patience in his guidance of those many months of preparation of this thesis and to my wife, Helen, for her helpfulness in checking and rechecking the content of this paper.

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CHAPTER I

THE IRISH BACKGROUND OF WILLIAM SCULLY

The story of William Francis John Scully begins in County Tipperary, Ireland.¹ Most Irishmen do not remember William Scully pleasantly. By the time of his birth in 1821, Tipperary was already becoming notorious as the center of agrarian outrages.²

Horrible offenses against landlords were committed in those days with the knowledge and consent of large bodies of the peasantry.³ There was a great deal of discontent among the tenant farmers, especially if they rented land from a Protestant landlord. The peasants were taught to hate Protestant landlords as "believers of a false religion who cannot escape perdition and as robbers of former Catholic landlords."⁴ Tenants were exploited by rack-renting, or promotion by landlords of competition among renters for a piece of land at the highest possible rent, which usually left the renter a bare existence.⁵ Assassination as a means of getting a lower rent became one of the "ways out" for the downtrodden tenant farmers. Ill feeling not only extended to the landlords but to the English as well, be

¹ Sir John B. Burke, Landed Gentry, including American families with British ancestry (London, 1939), 2020, gives the lineage of William Scully.

² "The Irish Landlords," Nation, 42:232 (March 18, 1886). Blackwood's Edinburgh Magazine, 24:551 (November, 1824).

³ Ibid.

⁴ Ibid., 15:285 (March, 1824).

⁵ Littell's Living Age, 145:412 (May 15, 1880).

cause of the presence of English troops in Ireland to back up the landlords.⁶

Farming practices of the early nineteenth century were not the best in Ireland. Most tenants were ignorant of farming and possessed only a rudimentary knowledge of the soil. The tenants were merely laborers on the land.⁷ The increased population of Ireland was creating problems that had hardly existed before. One of the problems of the time was the lack of land to take care of the enlarged population. This was the situation in Ireland in Scully's youth.

The Scully family was one of the oldest Roman Catholic families of social position in Tipperary.⁸ Part of the family landholdings in Tipperary, such as the villages and surrounding land at Ballycohey and Shronehill, were rented under long term leases. Here the tenants had high rents which they paid promptly.⁹ One of the Scullys, Dennis of Kilfeacle, who was a lawyer and a landowner, was prominent as a Catholic agitator in the Irish emancipation cause when he was a member of Parliament. Dennis had the distinction of being the second Catholic student at Trinity College, Cambridge, in over two hundred years.¹⁰ William, the fifth son of Dennis, studied law in a Dublin office.¹¹

When William Scully was interviewed by a St. Louis journalist in 1901, the only press interview he ever gave, he had the

⁶ Nation, 42:232 (March 18, 1866).

⁷ Mittell's Living Age, 200:387 (February 17, 1894).

⁸ A. M. Sullivan, Now Ireland (London, 1878), II:351.

⁹ Ibid., 354, 362.

¹⁰ The Dictionary of National Biography (London, reprinted 1921-2), XVII:1098.

¹¹ Burke, op. cit., 2020. New York Tribune, November 19, 1906.

following to say about his early life:¹²

I was unlike a great majority of the young men around me. I was studious and industrious. I was determined to do something worthwhile in my lifetime, and never to lose a moment setting about it.

William Scully, whose residence was near Ballinacough, inherited some of the family estate and soon became known all over Ireland as a hard landlord. In 1849 he was tried and acquitted at the Clonmel court¹³ for the shooting of two young men named Bergin. They were sons of a tenant whom the landlord was in the process of evicting at Ballinacough. Scully tried to enforce his leases to the "letter of the law" against the hostile tenantry.

To forestall the tenants' moving back into a house from which they had been evicted, Scully invented a machine to unroof and demolish tenants' homes. The machine consisted of iron levers, hooks, and chains and used horses as the motive power. By attaching the hooks to the rafters, the machine could lift off the roof of the house with one pull. The hooks could then be shifted to the walls which were pulled down with little effort. Two of these machines enabled the sheriff to evict ten times as many peasant families in a day as could be taken care of by the old fashioned "crowbar brigade" of fifty men.¹⁴ Scully had no use for the improvements of evicted tenants, so he used this

¹² St. Louis Post-Dispatch, March 31, 1901. William's brother, Vincent, had been a member of Parliament for Cork County; a cousin, Frank Scully was a member for Tipperary. John Sadlier, another cousin, was a prominent member of Parliament for Carlow and operated a bank in Tipperary.

¹³ Sullivan, op. cit., II:354, 362.

¹⁴ Sullivan, op. cit., I:255-6.

method of getting rid of them.

Shortly after the trial at Clonmel, Scully set out for America to look into the agricultural possibilities of the United States. He bought his first American land in 1850 and apparently intended to farm the land himself with the aid of imported Irish help, but because of his wife's illness he returned to England in 1854.¹⁵

William Scully was interested in scientific agriculture and attempted to put his beliefs regarding agriculture into effect on his land. He continued to manage his estates and to buy more land in America and in Ireland. In 1861 his wife, Margaret, died. From this marriage, Scully had had three daughters, none of whom shared in any of his life in America.¹⁶

Scully's name became unpleasantly known as a landlord because of his attempt to rehabilitate the Irish lands which were in poor condition.¹⁷ This was particularly true of Ballycohey and Shronehill. These two estates had come into the Scully family in 1782 when they were rented from Lady Caroline Damer for a lease of three lives. The lease expired in 1847 when James Scully, the last of the lessees, died.¹⁸ A short time later the land in Shronehill was sold by Lord Portarlington to Mr. Lrrington and Ballycohey was sold to Lord Derby. Both men were well

15 N. S. B. Gras, A History of Agriculture in Europe and America (New York, 1940), 269. Sullivan, op. cit., II:353. Paul W. Gatos, Frontier Landlords and Pioneer Tenants (Ithaca, New York, 1945), 55. Kansas City Star, n.d., about 1894, from the Chicago Inter-Ocean.

16 Burke, op. cit., 2020.

17 Gras, op. cit., 269.

18 Other names in the lease were Roger and Edmund Scully. They were brothers of Dennis and uncles of William.

thought of as landlords and they continued with many of the tenants originally put on the land by the Scully family. Sometime between 1847 and 1868 William Scully purchased Ballycohey and Shronehill.¹⁹ In 1865 while he was attempting to serve a notice or make a seizure in the dead of night, the landlord beat and wounded the wife of Tehan, one of his tenants. The court found him guilty and sentenced him to twelve months' imprisonment. William Scully served his year of hard labor at Kilkenny.²⁰

All the while Scully had been working out his system of landlordism. He gathered about him a group of trusted agents to administer his land. One ambitious young fellow, named Gorman, was sent to a veterinary college in Scotland. He felt indebted to his employer and would do anything for him. Gorman took care of the Ballycohey estate and was the sole support of his widowed mother and his younger brothers and sisters. Gorman was well liked by persons in the community, but even he was beginning to receive threats on his life because of his connection with Scully. In fact, Scully was becoming so unpopular with the tenants, particularly the ones at Ballycohey, that whenever he visited the community, he went about armed or with a police escort for his protection.²¹

Ballycohey was a small village of twenty-two tenant families two miles west of Limerick Junction station and three miles

¹⁹ Sullivan, op. cit., II:352-3.

²⁰ Ibid., 354.

²¹ Ibid., 360-2.

from the town of Tipperary.²² Shronehill, nearby, was about the same size. Scully's ideas of a landlord's rights were strict and his mode of enforcing them was strong. The parish priest had remonstrated him several times because of his behavior and finally he loaded his children into a waggonetto one Sunday morning and went to the Protestant church. The news of this delighted the Catholic tenants because "Billy" was no longer one of them.²³

One historian writes that Scully valued despotic power even more than money. In June, 1868, he sent a notice to his tenants at Ballycohey to pay their rent at Dobbyn's Hotel in Tipperary on a particular day. He had prepared a new lease for each of the tenants to sign when they came in to pay their rent. The leases provided that the tenants should always pay one-half year's rent in advance; pay rent quarterly; surrender the lease on twenty-one days' notice at the end of any quarter; forego all claims to crops in the soil; and pay all rates and taxes.²⁴

On the day the rents were to be paid Scully sat behind a table in a room in the Dobbyn's Hotel. A loaded revolver was at his elbow and a policeman armed with a rifle and saber was standing at his side. Most of the tenants expected a new lease so they sent the rent by messenger. Four of the tenants came in person and ran away when Scully asked them to sign the new

²² Gates, op. cit., 38.

²³ Sullivan, op. cit., II:351, 354-5.

²⁴ Ibid., 355.

lease. Not a single one of the tenants signed his name to the new lease.²⁵

Scully immediately took out ejectment writs. The papers had to be personally served or left at the house of the tenant with some responsible person. On Tuesday, August 11, 1868,²⁶ the landlord with a party of police and his own bailiffs attempted to serve his ejectment writs on the tenantry of Ballyoohey. The tenants noticed the approach of the Scully party and passed the word along for all tenants to get out of their houses. Scully found no one to whom he might deliver the papers. The movements of the armed party stirred up an angry crowd on the road and he withdrew with his subordinates to the protection of Limerick Junction station.

Scully made no attempt to do anything further until the next Friday. Then the following message was flashed all over the kingdom and even in England it was the sensation of the day:²⁷

August 14, 1868---Wm. Scully while attempting to serve ejectment notices had three of his party killed, was himself wounded in seven places and four others of his party severely wounded. None of the tenantry was seen. No arrests were made. This caused excitement throughout the district.

Scully had started out that day just as he had the previous Tuesday and his movements had produced much the same results. Before he withdrew he wanted to make one last attempt to serve

25 Ibid., 356.
 26 Ibid., 357.
 27 Ibid., 350-1.

an ejectment writ so the party approached the house of Dwyer and Tooley. Though tenant's possession of arms was prohibited by acts of 1843-4-5,²⁸ the Scully party was met by a murderous crossfire from the house and outbuildings. After a fierce exchange of fire, members of Scully's party rushed the house and found that the defenders had retreated through prepared holes in the rear of the house. The same was true of the outbuildings. No one was apprehended. Later the owners of the house, Dwyer and Tooley, were arrested and released because their alibis were good.²⁹ Young Gorman who was one of the members of the landlord's party was killed. Though he had been the target of the most fire, Scully was not fatally injured, due possibly to a suit of chain mail under his clothes. Most of his wounds were scratches and head injuries.³⁰

At the inquest of the dead the coroner's jury said, the "conduct of Mr. William Scully as regards his proceedings towards his tenantry at Ballycohey is much to be depreciated." The landlord replied triumphantly that he was within the law. He was but enforcing legally what the law decreed.³¹

The rest of the Irish story is anti-climax. London journals and the Saturday Review had plenty to say about the agrarian outrage at Ballycohey. But in this case the actions of the

²⁸ Nation, 42:72 (January 28, 1886).

²⁹ Dwyer and Tooley had first leased the land from the Scully family in 1823 and had held it ever since. They were visiting relatives in a distant village the day of the bloodshed.

³⁰ Sullivan, op. cit., II:358-60.

³¹ Ibid., 365.

landlord were disparaged. The deeds of Scully were universally abhorred by landlords and tenants alike.³² The Ballycohey tragedy supplied the decisive impulse to public opinion which opened the eyes of Prime Minister William E. Gladstone and led to his introduction of the first Irish Land Bill which became the Irish Land Act of 1870.³³ One of the leading features of this act was compensation for improvements if the tenant was evicted.³⁴ The act of 1870 was the first real remedy for the Irish land problems in two hundred years.³⁵

After Scully recovered from his wounds he set about to get revenge. Mr. Charles Moore of Mooriesfort, then a member of Parliament for Tipperary, asked him to name his own price on the Ballycohey property. Moore purchased the estate at a price which included the cost of improvements. The new landlord held a meeting with the tenants and gave them fixity of tenure. Charles Moore died a short while later, but he had gained the backing of his tenants to such a degree that his son was elected to Parliament for Ballycohey.³⁶

Scully's actions were entirely within English law and he was backed by all the power of the state. One historian wrote

³² Ibid.

³³ John E. Pomfret, The Struggle for Land in Ireland (Princeton, 1930), 44. Marion Register, April 20, 1887. D. V. Kent, "Letter to the editor," Kansas City Star, February 2, 1919.

³⁴ H. O. Arnold-Forster, "Gladstone Government and Ireland," North American Review 133:56-77 (December, 1881).

³⁵ Nation, 42:72 (January 28, 1886).

³⁶ Sullivan, op. cit., II:370-1.

that Scully was merely attempting "what Cromwell's officers had done two hundred years earlier." But times had changed.

Scullyism, in nineteenth century Ireland, began to be used as a term synonymous with rack-renting and oppression of tenants.³⁷

In 1875, Scully still held 3,344 acres of land in Ireland with a total rental value of \$10,000 or more a year.³⁸ By the late 1890's he had sold all of his English property and Irish land not entailed and at that time he had only two tenants and a little grazing land in Ireland.³⁹

There is some evidence that Scully bought lands in France and had a chateau about one hundred miles south of Paris.⁴⁰ However, in 1901 Scully said:⁴¹

I came to the United States because my interests are all here. Our estate in the old country was sold years ago. I invested my wealth in American farm lands because I saw in them possibilities for great profit. It is only natural that I should come here with my family.

³⁷ James Godkin, The Land-War in Ireland (London, 1870), 210, 352.

³⁸ Gates, op. cit., 34. Taken from "Return of owners of land of one acre and upwards in the several counties, counties of cities, and counties of towns in Ireland," British Parliamentary Papers, Session of 1876, Vol. 80.

³⁹ Kansas City Star, n. d., about 1894, from the Chicago Inter-Ocean.

⁴⁰ Abilene Reflector, March 14, 1942.

⁴¹ St. Louis Post-Dispatch, March 31, 1901.

CHAPTER II

THE AMERICAN BACKGROUND OF WILLIAM SCULLY

Just at the time he was seeking other fields for his work, William Scully was attracted to the United States by the invitations printed in reputable newspapers asking men of means to come to America and take advantage of opportunities available here. Being interested in the agricultural prospects of the great central states, he secured a passage to the New World. After a voyage of about three weeks he landed in Philadelphia late in 1849 or early in the year 1850.¹ From Philadelphia, Scully traveled on the train to Altoona, Pennsylvania, where he bought a horse and saddle and began sampling the soil with his little spade.² In addition to prospecting for good soil, he bought, for a mere trifle, one hundred sixty land warrants from soldiers who had fought in the Mexican War. Each warrant was good for one hundred sixty acres of land.³

In north central Illinois Scully found the type of land he wanted. Here on the open prairie of northwestern Logan County⁴ he chose with great deliberation the richest soil he could find. On October 11, 1850, he filed for fifty-four quarter sections

¹ Gras, *op. cit.*, 270. St. Louis Post-Dispatch, March 31, 1901.

² Robert J. Eggert, History and Experiences of the Scully Estate, 1938, unpublished manuscript in files of Joseph Ackerman, Farm Foundation, Chicago. Chicago Tribune, August 15, 1937.

³ Sullivan, *op. cit.*, II:353.

⁴ St. Louis Post-Dispatch, March 31, 1901.

of Logan County land at the Federal land office in Springfield. By July 5, 1851, he had filed for one hundred thirty-three more quarter sections in Logan County. Two quarters were suspended because of conflicting claim. In 1852 at the Chicago land office, he located fifty-five quarter sections in Grundy County. Between 1852 and 1857 Scully bought seven hundred ninety-two acres in Logan County for a little over four thousand dollars.⁵

There is every reason to believe that Scully purchased his first land in Illinois with the intention of making this country his home, for on section twenty-seven of Prairie Creek Township in Logan County, he built a large house and barns and began to stock his place for general farming. Some of the land was rented out to tenants and the rest remained in pasture. A change was made in plans in 1854 when Mrs. Scully's failing health forced a return to England.⁶

In an advertisement in 1855 Scully offered twelve hundred sheep and thirty cattle for sale.⁷ He was also selling land. In the eighteen fifties he sold land at the average price of nine dollars an acre. If a purchaser wishes to get Scully land by delayed payments, he first signed the terms of a Scully sales contract and made a cash payment of one dollar an acre to bind the bargain. The balance would then be due in equal payments

⁵ Gates, op. cit., 36.

⁶ Kansas City Star, n.d., about 1894, from the Chicago Inter-Ocean. Federal Writers Programs, Illinois: a descriptive and historical guide (Chicago, 1939), 594. Sullivan, op. cit., II:553.

⁷ Gates, op. cit., 36. from the Bloomington Pantagraph, August, 8, 1855.

subject to eight or ten per cent interest at the end of the third or fifth years. The buyer was required to put improvements worth one hundred to two hundred dollars upon the land within the first two years and to pay all taxes. If the terms were not met or the payments not made at the proper time, the contracts were voided. The one dollar paid for each acre would be considered rent and the improvements would be considered part of the property. Persons who bought land in one transaction did not have to meet such terms. Fifteen of the forty sales made under the sales contract previously mentioned were to persons who failed to meet their payments. As a result, the landlord collected a good rent and had what improvements there were in addition. Altogether, in this period, he sold about four thousand acres. Some of this land he later bought back at many times the price at which it had been sold.⁸

During the eighteen fifties there was much open land available and there were other landlords renting out land which included improvements, so Scully did not obtain tenants for all of his land until after the Civil War when the country became more densely settled. The rent asked by Scully in those days was usually one dollar an acre.⁹ With the rising value of land in Illinois after the Civil War, the rent per acre increased. In a short time the receipts from rents provided the landlord with an annual net income of eighty thousand dollars or more. Using

⁸ Gates, op. cit., 36-7.

⁹ Ibid., 37.

this income, the money from the sale of the Irish estate and money he obtained on loan from Rothschild's of London,¹⁰ he set about adding to his holdings in American real estate. He again prospected, with his little spade, for the type of soil he wanted. He was well qualified, by this time, in soil sampling. In June, 1870, Scully filed for forty-one thousand four hundred twenty acres of public land in Nuckolls County, Nebraska, at the Beatrice, Nebraska, land office. He paid the government minimum price of one dollar twenty-five cents per acre for this land.¹¹

In July, 1870, he made his first purchase in Marion County, Kansas. The transactions of Scully and his agents in Kansas will be told in detail in the next chapter. Scully continued buying Illinois, Kansas and Nebraska land through the eighteen seventies and the eighteen eighties. Most of the public land had been sold by this time and purchases were made from private individuals and from railroad companies. During the years from 1875 to 1886, he bought four thousand forty-two acres of Illinois land for which he had to pay almost forty dollars an acre. The country farther west was not as heavily populated as Illinois and land values had not risen as high. The cost of the twenty-two thousand two hundred eight acres purchased in Gage County, Nebraska in 1881 was two hundred ninety thousand two

¹⁰ Kansas City Star, January 27, 1919. Scully secured affidavits that his land in Illinois was producing and with these credentials to back him up he got his loan from Rothschild's.

¹¹ Gates, op. cit., 38.

hundred fifty-four dollars, which was an average price of about thirteen dollars an acre.¹²

In 1894 Scully began to further expand his holdings by the purchase of farm land in Bates County, Missouri. Word of Scully had preceded him and people became alarmed because they thought he would import undesirable tenants. The landowners in Bates County agreed among themselves that they would not sell to the Scully agents. However, the land selling strike failed to work for in 1894 Scully bought about thirty thousand acres in Bates County and he followed it up with purchases in 1895 and 1896 until the total acreage was over forty-three thousand acres at a cost of about two hundred thousand dollars. He took as first choice for tenants the men who had sold him the land.¹³

By 1900 Scully had amassed two hundred twenty thousand acres of farm land in Illinois, Nebraska, Kansas and Missouri. The total cost of this land is said to have been about one million three hundred fifty thousand dollars.¹⁴ Due to the discrepancies reported on the cost of the Missouri land the total cost may be a million dollars more. Scully land is not always continuous. Much of it is in scattered holdings. There is land in at least eleven counties of four states.

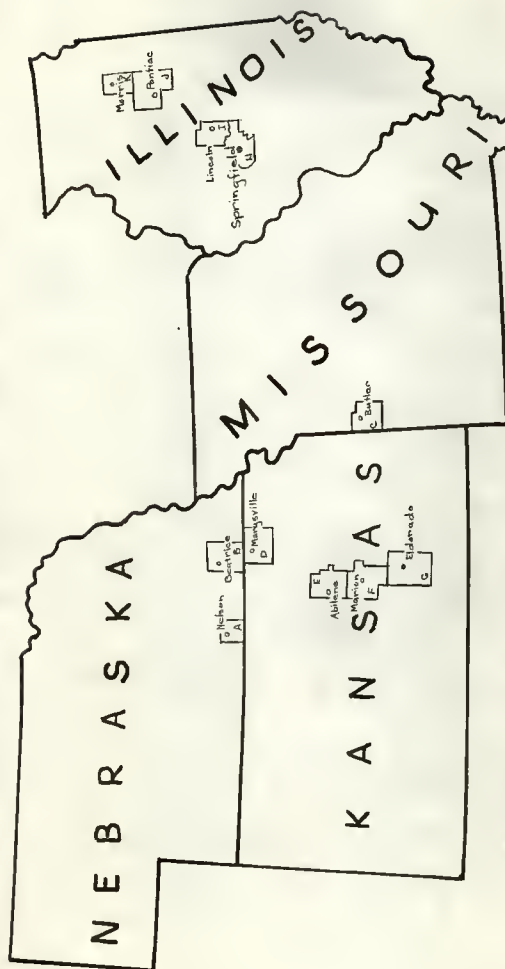
In the early years of Scully's operations in the United

12 Ibid., 39-41.

13 Ibid., 40. Kansas City Times, November 6, 1946. St. Louis Post-Dispatch, March 31, 1901, says the Bates County land cost about \$27 to \$35 dollars an acre or a total of about \$1,200,000.

14 Gates, op. cit., 43.

Map 2
Counties containing farm land bought by William Scully



Nebraska: A. Buckolls. B. Cage. Missouri: C. Bates.
 Kansas: D. Marshall. E. Dickinson. F. Marion. G. Butler.
 Illinois: H. Sangamon. I. Logan. J. Livingston. K. Grundy.

States there was no more criticism of his dealings than of any speculator in land. By the 1870's, with the beginnings of the agrarian unrest in the United States, Scully was singled out as one of the principal oppressors of American tenants. The evolution of this criticism reached its peak about 1887. During the first few years that he held his American land there was plenty of unoccupied land nearby. Tenants here were unwilling to sign a lease such as the ones Scully had used in Ireland where land was scarce. If the tenant didn't like a lease arrangement during the last half of the nineteenth century in the United States he could move farther west where he might even be able to get a farm of his own. This freedom from compulsion in America may have affected the system of Scully landlordism in the United States as much as any other single factor.

Scully set up his system in America using many features of the landlord-tenant relations that had been used in Ireland. He did not levy oppressive rents as many of his attackers claimed. He did, however, have many qualities which would bring forth objections against any capitalistic enterprise that enables the owner to live abroad without daily cares of business.¹⁵

The charges against Scully were many and varied. First of all he was an alien who owned a large amount of natural resources in a country that was developing a deep feeling of nationalism. People looked with distrust on any person who had amassed a large amount of worldly wealth. To have a foreigner

¹⁵ Gras, op. cit., 271.

become wealthy, apparently at the expense of native born citizens, was enough to make many agitators see red.

Secondly, Scully was not only an alien landlord but also an absentee landlord. He rarely visited his lands. Furthermore, many claimed, he had no intention of becoming an American citizen. He lived in England most of the time, where according to early agitators, he spent his money, squeezed from the labors of his tenants, on riotous and frivolous living. He picked his agents carefully and checked their work closely so that he was not forced to spend any large amount of his time on the inspection of his estates. In the early years he sometimes made inspection trips as infrequently as ten years apart.¹⁶

The third charge against William Scully was his system of cash renting. Share rent was the most common method of renting land in the United States and it was believed by many to be the fairest. Cash renting did not require strict supervision and it avoided suspicion and ill-will caused by share renting in some sections. Noneo, it suited the Scully purpose much better. In bad years the cash rent might take more than the tenant could make and put him in debt to the landlord. As landlord, he took first lien on all crops and personal belongings of the tenant to insure the payment of the rent. He even printed circulars advising merchants to buy nothing of tenants who were in arrears for rent. Legally, he could hold the purchasers of crops liable

¹⁶ Kansas City Star, n. d., about 1894, from the Chicago Inter-Ocean.

for the rents.¹⁷ Prior to 1900, Scully made no attempt to abate rent during bad crop years. The cash rent was based upon the sale value of the land and this did not fluctuate from year to year as the value of a crop did. Cash renting thus contributed to the difficulties of the tenants during bad years.¹⁸

Fourth, Scully passed the cost of all taxes and assessments directly to the tenants. Some states had laws prohibiting this practice. In other states there were no laws affecting this practice and under the terms of the lease the tenants would be required to pay to Scully's agents the taxes for the land they farmed. The agents would then pay the taxes for the year and collect the rebate on taxes due the last half. In this fashion he would force his tenants to be conservative about voting taxes on themselves. Tenants did not want to vote improvements which would raise the value and hence the rent of the landlord's land. This circumstance hindered development of schools, road construction and other public improvements in any area where Scully land predominated. Many persons were of the opinion that the landlord was evading all taxes and adding to the tenants' already heavy burden.¹⁹

Fifth, after the system was developed, Scully instituted a one year lease arrangement. If the tenant would pay his rent promptly, carry out all the provisions of the lease, and get into no difficulties with Scully or his agents, he would be practically certain of having his lease as long as he wanted it.

¹⁷ C. F. Taylor, The Land Question (Philadelphia, 1898), 59.

¹⁸ Gates, op. cit., 43-54.

¹⁹ Ibid., 54.

But there was still the necessity of renewing the lease each year. The insecurity of the short term lease was enough to bring extra agitation against Scully. He instituted the one year lease with a special purpose in mind. He was endeavoring to improve the quality of his farms by rotation, planting of certain crops and by other agreements between the tenant and the landlord. He did not want to keep a delinquent tenant any longer than necessary.

Another charge against Scully was his inviolable rule that tenants must erect their own improvements. As owner of the land, he would furnish cellars, wells, cisterns, foundations, drainage tile and live hedges because they were considered permanent improvements. The tenant would have to furnish all else or do without. When asked why he did not furnish improvements upon his farms, Scully said in 1901 that,²⁰ "I could not attempt it. With so many farms I would be at the mercy of an army of mechanics. I prefer to rent the lands at a price which will enable the tenant to make his own improvements." This policy hindered the renting of much of the Scully land until all other land was taken. Some of these tenants did improve the land. On some of the farms in Logan and other counties stand improvements that would be a credit to any area. However, in many places the appearance of the improvements on a Scully farm was very poor. The tenants owned the improvements and could either sell or move the improvements when they no longer leased the land.

²⁰ St. Louis Post-Dispatch, March 31, 1901.

A seventh count against Scully was his policy of never selling any of his property. It was true that he did sell some land in the early days but after he got his system working, he would not sell. There is one exception during the lifetime of William Scully when he sold a one hundred sixty acre farm in Sangamon County, Illinois, to ex-governor Richard Oglesby because of a personal favor Oglesby had done for him. Though he did transfer land to cemetery associations and to railroad companies and he did allow school districts and church organizations to use small plots as sites for their activities, the land was to revert back to the owner, when the purposes of the organizations were no longer served. Tenants who had been renting Scully farms until they had the wealth to own the farm themselves, could not buy the land they farmed because of the unwritten law of Scully---"sell no land".²¹

An eighth charge against Scully was that he had "burdensome requirements" in his leases requiring the tenant to perform certain stipulated duties by a certain time or be subject to a fine. This method of coercion bred ill-feeling between the tenant and landlord even though most of these requirements were things any good farmer would do anyway. These "burdensome requirements" eventually resulted in legislation against Scully.²² These leases were exacting and could not be broken in court. One author said Scully leases were "iron clad, double riveted, with

²¹ Kansas City Star, January 26, 1919.

²² General Statutes of Kansas, 1935 (Topeka, 1935), 1658-9.

holes punched for more."²³

Charge number nine against Scully was his policy of never becoming acquainted with any of his tenants. He had little to do with the people of the different communities near which he owned land. He made no effort to cultivate their good will. He visited his land and did not attempt to make the acquaintance of anyone in the community. Scully did not seek publicity in his operations, a characteristic probably in his favor, but when people did try to find out something of interest to tell about this "largest farm owner of the day" they were rebuked at almost every turn. This attitude resulted in many contradictory reports about Scully. The literature about him is scarce and what there is requires careful examination before it can be used. Agitators against Scully were furnished many of their weapons against the landlord by the attitudes affected by the landlord himself. One of these attitudes resulted in calling the wealthy landlord, "Lord" or "Viscount" Scully. Agitation against the landlord was many times easier because he was called a "Lord".

With these many qualities that would draw criticism and because of the extent of his land holdings "no frontier landlord in the entire country caused as much unrest among his tenants and was the object of as much ill feeling and political agitation as William Scully".²⁴ Other landlords usually enjoyed the

²³ Taylor, op. cit., 50.

²⁴ Gates, op. cit., 34.

friendly backing of the press in their venture. Scully did not have the favor of the press and agitators fought him with every means at their command. Farmers, journalists and interested citizens demanded legislation to curb the "land monopoly" being set up by "Lord" Scully, the absentee alien landlord. Political organizations such as the Union Labor Party, the American Party, the Prohibition Party, the Farmer's Alliance and the Populist Party included a plank in their platforms at this time to forbid the ownership of land by non-resident aliens.²⁵ Some of the organizations even demanded immediate confiscation of all alien lands. Meanwhile, agitation against absentee aliens was producing results.

State legislatures began to pass laws directed against Scully and his practices. In Kansas where the Bill of Rights in the state constitution protected all groups of people from discrimination, a constitutional amendment was passed in 1838 with a large majority. The legislature was then able to enact a law dealing with ownership of land by aliens. Illinois and Nebraska had previously passed laws forbidding non-resident aliens from obtaining additional land. In some states acts were passed requiring the landlord to pay all taxes and assessments upon the land he owned. The purpose of this legislation was to keep tenants from paying ground taxes. Nothing was said about the landlord increasing the rent to take care of the extra expense.

²⁵ Thomas Hudson McKee, The National Conventions and Platforms of all Political Parties, 1789 to 1900 2nd edition, (Baltimore, 1900), 249-308.

Some of the laws passed during this time enabled the absentee alien landlord to keep his land but would have required the heirs to dispose of the property within a few years. Illinois had a law, passed in 1887, that went one step farther. The law fixed the period of possession of land for non-resident aliens at six years. The law was directed at Scully but its effects were felt by other non-resident aliens, who took their case to the State Supreme Court where the law was declared valid.²⁶ The doctrine was established that title to land within a state is subject to state regulation. At least ten states passed laws²⁷ during the agrarian revolt of the eighteen eighties and eighteen nineties regulating the ownership of land by non-resident aliens.

The forty-ninth Congress, meeting in 1887, was also showing the effects of the agitation. A law was passed to go into effect July 1, 1887, to regulate absentee alien ownership in the territories and the District of Columbia.²⁸ The previous year the Judiciary Committee of the House had recommended that a bill dealing with ownership of land by aliens be killed. The minority report of the same committee stated that the bill was not perfect but that it was a step in the right direction. This report told about the many foreigners who owned land in the United States. Scully was mentioned as one of the foreigners in competition with native Americans. The minority report helped

²⁶ Illinois Law Review, 4:37-8, (May, 1909).

²⁷ Indiana, 1885; Illinois, Nebraska, Wisconsin, Minnesota and Colorado in 1887; Iowa in 1888; Kansas and Idaho in 1891 and Missouri in 1895.

²⁸ United States Statutes At Large, 49 Congress (Washington, 1887) 24:476.

to push through a bill dealing with alien land ownership the following year.²⁹

In 1897, the Illinois legislature modified the state law of 1887. Scully apparently had seen what was coming, for in the early eighteen nineties he sold almost all of his English and Irish property and came to the United States with the intention of severing all connections with the "old country". His agents were trying to purchase land in Missouri but could not do so after 1894 because of a new law in that state.³⁰ In the fall of 1895 he took out naturalization papers in New York City. His naturalization was completed about 1900. He also purchased property there with the intention of making New York City his future home.³¹ Scully's land buying days were about over by the time he chose to become an American citizen. Only part of the Missouri land and a few scattered acres elsewhere were purchased after that time.

The pressure of agitation against Scully eased with the passage of laws expected to regulate his actions. One author wrote that Scully favored these laws because they "tended to silence the public clamor against him and caused him no inconvenience". He merely took an oath of allegiance as an American citizen and continued as he had before. He or an agent was usually present at sessions of the Illinois legislature and the

²⁹ House of Representatives Report No. 1951, Forty-ninth Congress, 1st session, 1886.

³⁰ Laws of Missouri, 1895 (Jefferson, 1895), 207.

³¹ Kansas City Star, September 28, 1895.

legislature was reported friendly to him. Scully was credited with the remark that he could "evict a tenant more speedily and cheaply in Illinois than in Ireland".³² Another factor which softened the opposition against him was the increasing prosperity for the farmers in the late eighteen nineties. The agitation against landlords lost its appeal when the tenants began to enjoy better times.

The business center of the William Scully estates was the head office in Lincoln, Illinois. Lincoln is the county seat of Logan County. Locations of other agents' offices were in Marion, Kansas; Butler, Missouri; Nelson, Nebraska and perhaps other cities. Two or three men were employed in each of the branch offices. A total of fourteen agents and subagents including those in the head office transact the business with the twelve hundred tenants on the Scully farms.³³ One of the duties of the agents was to get good farmers as tenants. A list of characteristics was set up and these were used in the selection of new tenants. The tenant should, first of all, be a practical farmer. His stock should look well-fed. He should pay his debts. His machinery should show good care. He should have a good reputation. The tenant should be temperate and industrious. He should not be quarrelsome. And last, he should not become involved in potty lawsuits.³⁴ In fact, Scully sent a list of rules to each of his tenants which was to be a guide under which the tenants

³² Taylor, op. cit., 57.

³³ Chicago Tribune, August 15, 1937.

³⁴ St. Louis Post-Dispatch, March 31, 1901.

would be allowed to lease his land. The list included all the previously mentioned characteristics and some additional rules, one of which shows the feeling the landlord had for his reputation, i.e., that tenants must so deport themselves that the community will respect the Scully colony and the name of Scully.³⁵ The choice of tenants paid off for the landlord. The farms made money year after year. Most of the tenants were of German nationality. Scully found that, "as a class," they were the best farmers. He said in 1901, "It has been thirty-two years since we have had a lawsuit with a tenant over his lease or his rent".³⁵ Rent from Illinois land in 1901 was four dollars an acre, in Missouri one dollar twenty-five cents to two dollars and in Kansas and Nebraska about two dollars an acre. Tenants who rented from Scully were able to make money in those times.³⁷

One of the Scully agents in Lincoln, Illinois, was Frederick C. W. Koehline. He was Scully's chief representative in the United States for over thirty years. The agents became prominent members of the community in which they lived. Some of the agents were landlords themselves and because Scully paid his agents generously they were able to live in comfort.

In the early days Scully did not always make an annual visit to the United States. At such times he would have his chief agent, Frederick Koehline, take the report to him in London.

³⁵ Kansas City Times, November 2, 1946.

³⁶ St. Louis Post-Dispatch, March 31, 1901.

³⁷ Ibid.

On one of these trips to England, Scully treated Koehline and his family to a tour of the continent with all expenses paid. John Powers, of Marion, Kansas, was another prominent Souilly agent.³⁸ Frederick Trapp, Souilly agent at Lincoln, Illinois, resigned as chief agent in 1932 after working for Souilly for forty-seven years. He was eighty-two years old at the time.³⁹ Henry Fox, another agent at Lincoln, had been working for Souilly over thirty years in 1919.⁴⁰ Agents who got along with the landlord have had almost a lifetime tenure.

Scully was always interested in scientific agriculture. He spent much of his time reading books about agriculture and allied subjects. He employed ambitious young men, just as he had in Ireland, and sent some of them to college at his own expense. Josse Smith, of Butler, Missouri, was sent to the University of Missouri to get an education to aid in the work as an agent. Jefferson Simms, a young Illinois farmer, was sent to an Illinois agriculture college by Scully. While in school, Simms made an exhaustive study of farm drainage. After graduation Scully employed him to install a drainage system on the Logan County holdings. Simms put in over forty miles of drainage ditches and tile in Logan County alone. The total cost of providing for drainage for the Souilly farms of that county was about two hundred fifty thousand dollars.⁴¹ He kept the drainage system in repair until his death. Souilly paid Simms' widow

³⁸ Kansas City Star, January 2, 1905.

³⁹ New York Times, December 19, 1932.

⁴⁰ Kansas City Star, January 26, 1919.

⁴¹ St. Louis Post-Dispatch, March 31, 1901.

a monthly pension sufficient to keep her from want.⁴²

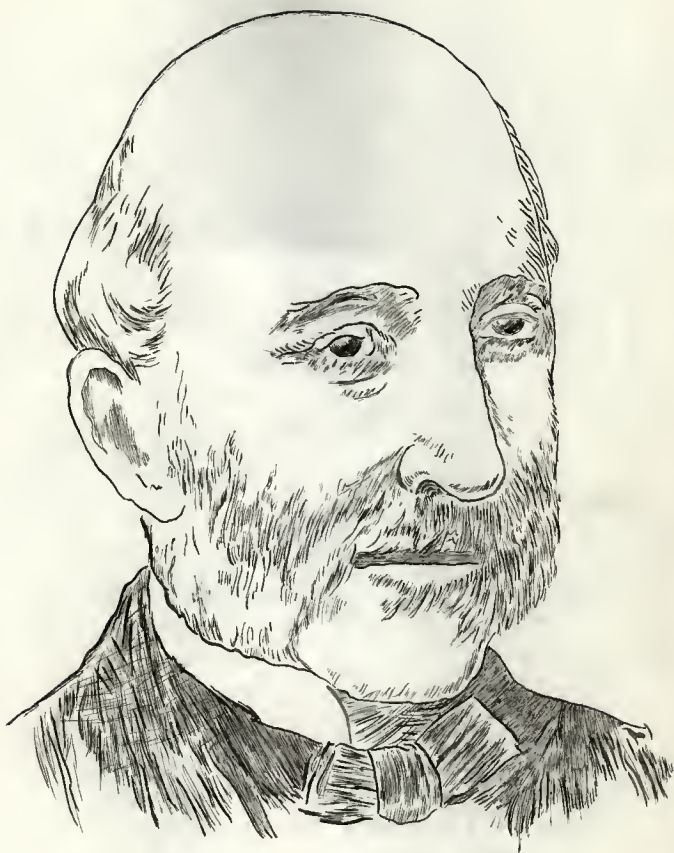
In 1875, Scully married Miss E. Angela Chenoweth, the daughter of a retired banker of the City of Mexico, who was wealthy in her own right. As Mrs. Scully she traveled in style. In 1894, when she came to Illinois, she had seventeen trunks and a maid with her. By this marriage Scully had three sons and one daughter. William, the oldest, was born about 1876, Thomas about 1877 and a daughter about 1879. Frederick, the youngest, was born about the year 1882. The oldest son died in London when he was about eighteen years old. The daughter married a British naval officer and returned to England. Thomas and Frederick received their education in private schools and at Oxford.

William Scully was in his late seventies when he became a naturalized citizen. In appearance he was tall and slim with a dignified bearing. He usually dressed in black and wore a skull cap and a black shoulder cape. Most of the time Scully wore an old-fashioned black bow tie. His hair was wholly white and his features were sharp and intelligent. Those who saw him, on the road in his surrey, said he looked like General Grant.⁴³ He was a careful and interesting talker though he had a slight impediment in his speech which was not noticed when he talked rapidly.⁴⁴ He was modest and simple in his tastes. He neither drank nor used tobacco. He was methodical and attended to small details in his business. He liked to think of himself as a

⁴² Kansas City Star, January 26, 1919.

⁴³ Ibid., March 18, 1947.

⁴⁴ St. Louis Post-Dispatch, March 31, 1901.



Sketch of William Scully about the time
he became an American citizen

scientific farmer.⁴⁵ Scully was known as a taciturn individual and a man of grave deliberation. Even in his old age, he discharged his business and social obligations with all the energy and interest of a man in the prime of life. He was never known to be hasty. Usually he spent two hours eating his dinner and if the occasion was a formal one he would make a night of it. Scully's business was never pressing. He usually inspected his land once a year. He went to Europe often even after he had become an American citizen and he spent his summers where he could find the most comfort. Though he had been a Catholic in his youth, Scully had become an Episcopalian some time before coming to the United States. One of his eccentricities showed his characteristic of deliberation and leisureliness. He would never blot his signature but would say instead, "Let it dry, there is no hurry."⁴⁶

Scully made no defense of the criticism directed against him during the agitation of the eighteen eighties and eighteen nineties. He kept about his business, inspecting his farms and carrying little sacks of dirt away from each farm. His tenants began to believe that the landlord was collecting soil from each of his farms, but what he was actually doing was getting samples from which he could have a chemical analysis made. He had definite ideas of how a Scully farm should be operated and he incorporated his ideas in his leases. One of the provisions required

⁴⁵ Kansas City Star., April 6, 1901.

⁴⁶ Ibid., January 2, 1905.

the planting of a certain percentage of the land either to alfalfa or clover. Experience seemed to prove that these crops were never failing. Scully regarded clover or alfalfa as insurance for receiving his rent. In the eighteen nineties when tenants were having trouble paying the cash rent, Scully directed his agents not to press them for the rent if they had gotten into difficulties not of their own making.

In the center of Scully's Logan County land is an Illinois experiment station. The station is located on land given to the state by Scully. He wanted an experiment station near his tenants where they would have access to the improvements in farming. He asked his tenants to use the old tried and true methods or the improved methods of the station.

After Scully became naturalized he resided chiefly in Washington and New York. Sometimes the family spent the summer at Lincoln, Illinois. In Washington, he bought the old home of General John A. Logan on Calumet Avenue.⁴⁷ This home was a showplace in Washington and Scully staffed the house with seventeen servants so that the family would live as comfortably as possible.

William Scully softened as a landlord in his last few years. Everybody in close contact with him said he had a fine character. Most of his tenants were so sure of his honor and generosity that they trusted him implicitly. They would accept

⁴⁷ General Logan was prominent as a soldier in the Civil War and politically as the Vice-presidential candidate with James G. Blaine in the election of 1884.

new terms in a lease without question. He was proud to point out that there was a waiting list of farmers who wanted to lease his land. He cited the census records to show that tenant farming was increasing. Earlier antagonism was dying out.

In 1905 Scully transferred most of the land to his wife. The next year he gave a nephew, John C. Scully, of Peoria, Illinois, about nine thousand acres in Butler County, Kansas. In 1906 the Scully's took a trip to England where on October 17, William Scully died in London. He would have celebrated his eighty-fifth birthday the following month. His body was brought back to Washington for burial.

At the time of his death he was known as "the nation's most extensive landholder." The value of the estate which he had given to his wife just before his death was estimated to be twenty-five to fifty million dollars and to include over two hundred thousand acres of farm land. Almost all of this amount represented the accumulation of a lifetime. Even after he died William Scully was remembered because the estate remained almost intact in his widow's hands. Agents administered the lands much as they had before. From all outward appearances, nothing had changed.

CHAPTER III

THE SCULLY LAND SYSTEM IN MARION COUNTY, KANSAS (Part I)

In July, 1870, just after the purchase of some Nebraska land, William Scully made his first purchase of land in Kansas. Central Kansas at that time was called "away out West." In June he arrived either at Junction City or Abilene, obtained a team and driver and began to make a careful study of the unoccupied public domain, which at that time was rapidly dwindling. He carried with him a little spade and boxes, cans and buckets. Samples of the soil were taken and careful maps of the places from which the soil came were made. From a chemical analysis of these samples of soil, he chose the land he wished to buy.¹ Then at the Junction City land office, Scully filed for 14,060 acres in Marion County and 1,160 acres just across the line in Dickinson County.² Many people have been justified in asking how Scully managed to get the land he wanted at the Junction City sale. The line to the sale office formed for several days with some of the people eating and sleeping in line. Those at the head of the line got what they wanted but some farther back did not get the land they wanted as first choice. They found

¹ Kansas City Star, January 27, 1919.

² Gates, op. cit., 38-9. All the old timers who saw the land before they bought used some procedure to determine the type of soil and its suitability. Many of them carried small spades just as Scully did. One in particular, the father of J. C. McIntosh, of Marion, dug about one hundred holes in one section before he bought the land.

out later that Scully had bought it but they did not see him in line.

To take care of his land in Marion County and to act as his agent, Scully secured the services of A. E. Case, well known Marion pioneer. The landlord came to visit his land regularly each year during the eighteen seventies and sometimes his wife came with him. On each visit he would be most exact and careful in all of his transactions. He would visit his holdings and make minute notes of everything connected with his real estate. Included in these memoranda were notes giving the lay of each farm and the location and extent of every improvement and the exact location of wells, trees, fences and orchards.

On one of these visits to Kansas in the early eighteen seventies, Mr. and Mrs. Scully stopped at the town hotel in Marion. Drought, hot winds and grasshoppers were causing extreme shortages. After one meal at the hotel, Scully found the landlady and apologized because Mrs. Scully had left a small piece of bread on her plate. He assured the landlady that it would not happen again.³

During the eighteen seventies Scully added to his holdings in Nebraska, Illinois and Kansas. The greatest volume of purchases was made in Marion County, Kansas, where Scully's agent made arrangements for his purchase of farm land owned by people living all over the United States and even parts of Canada. He bought large and small acreages. From the land speculator, John

³ Kansas City Star, January 27, 1919.

Williams, of Springfield, Illinois, he bought 9,440 acres at a cost of about two dollars an acre.⁴ On November 29, 1878, he made preliminary plans for the purchase of land from the Atchison, Topeka and Santa Fe Railroad Company. The deed was executed December 5, 1878, giving him 7,023.46 acres of scattered land in Marion County at a cost of \$29,316.69.⁵ In four other deeds are recorded other land bought from the Santa Fe. The total of the former railroad land bought by Scully in this one county was 8,622.46 acres which cost him \$38,012.07.⁶ Scully made a few other purchases in Kansas from large operators but mostly he bought land from individuals. These purchases averaged three quarters of a section in size and he paid a price which included improvements for most of this land.

A sample check on Scully land shows that his land in Marion County has never been mortgaged. Most Scully land has not had more than four or five owners since it was sold by the government. For example, Sections 33, 34 and 35, Township 17 South, Range 3 East of the 6th Principle Meridian, were sold by the government in 1869 for the minimum price of \$2400 to an Emporia speculator. He sold the land the same year to W. J. Barney for \$3840. The following spring Barney sold all except four hundred acres to Louis Tuckerman for \$3040. The other four hundred acres plus an additional quarter section were sold to Morton Redmond for \$1120. Six years later Scully bought the fifteen hundred

⁴ Gates, op. cit., 39-40.

⁵ L Deed Record, Marion County, 573.

⁶ V Deed Record, Marion County, 39, 72, 205, 292.

twenty acres from Tuckerman for \$4240 and the four hundred acres from Redmond for \$1200.

The NW1/4 Section 3, Township 18 South, Range 3 East had even fewer owners before Scully bought it. The patent on this land was obtained with land scrip issued to a private in the Georgia militia during the War of 1812 and eventually assigned to Erastus M. Burgoyno. Burgoyno sold his quarter section to William Scully for \$513.70.⁷

In the eighteen eighties Scully bought land in Butler County, Kansas. He also purchased at this time a large amount of land in Marshall County, Kansas and Gage County, Nebraska. The following table shows the price paid for the land in Kansas bought between 1870 and 1886:⁸

Table 1. Scully purchases in Kansas.

Location	: Acres	: Cost
Marion County	55,666	\$179,197
Dickinson County	1,120	1,400
Butler County	8,605	77,410
Marshall County	5,115	55,252
Total	70,506	\$313,259

In 1885 when Scully made some of his last purchases of land in Marion County, his agents would prepare an agreement with the

⁷ N Deed Record, Marion County, 250.
⁸ Gates, op. cit., 40.

prospective sellers of land. The agreement would hold until the abstract of title had been examined by the landlord and found to be complete. After these preliminaries the agents would buy the land.⁹

After the holdings in Kansas became larger, Scully asked A. E. Case to become his full-time agent in Marion County. However, Mr. Case had his real estate business and could not spend the time needed to adequately take care of the Marion County land. So the landlord appointed William Fox, who set up his office in Marion. Besides taking care of the Scully land, Fox represented many prominent insurance companies and enjoyed a good business.¹⁰ Fox's agency was a limited one. The only written instructions from the landlord were:¹¹

I authorize F. W. Fox, of Marion, Marion county, Kansas, to receive all my rents, and to make and enforce all collections for me in Marion and Dickinson counties, and to sue for the same whenever he himself shall think it advisable to do so; and to take other proceedings for the recovery of same as he may be advised to do so by Mr. C. W. Koehnle, of Lincoln, Illinois, or other of my duly-appointed agents in the United States.

On one of his yearly visits to Marion County, he was driven by his agent to his various farms. Fox, knowing that Scully was an Irishman, thought that he would enjoy meeting a typical Irish settler so they stopped at the farm of Tommy Meehan.

9 2 Miscellaneous Record, Marion County, 205-9.

10 Marion Register, May 26, 1936.

11 Kansas Reports, 40:396.

"Meehan, meet Lord Scully," Fox said.

Meehan asked, "What did you say?"

Fox again said, "Meet Lord Scully."

Meehan growled, "Get the hell off my land. He isn't any more a lord over here than anyone."¹²

Opposition was developing against the landlord in Marion County, too, just as it did in other areas where he owned land. The Marion Register carried on a rabid anti-Scully campaign starting after the introduction of a bill into Congress in 1886 which was expected to curb "Scullyism" in the territories. Under the heading, "Tyrant Scully," one article told about Scully who "owns 20,000 acres in Marion County" for which he gets a "cash rental of \$2-43 a year."¹³ Beginning in 1887 the Register intensified its campaign in the January twelfth issue with an article about "Scully the Bum" who "has some dukedom" in Marion County. The article continued with the statement that "if farmers would absolutely refuse to rent his land then we would have him corraled." Other Kansas newspapers followed the lead of the anti-Scully Register. The Topeka Commonwealth came out with an editorial February 6, 1887 denouncing Scully and the curse he had given to Marion County. The Peabody Graphic also got into the fight with an article, "Skinning Skully," in the issue of February 11, 1887. The Atchison Champion favored a law curbing Scully.¹⁴

An opposition newspaper, the Marion Record, finally came

¹² Interview with J. C. McIntosh at Marion, April 5, 1947.

¹³ Marion Register, May 5, 1886.

¹⁴ Ibid., February 9, 1887.

around to an anti-Scully editorial February 14, 1887 after the "mud-slinging" Marion Register had ceased to exist. The Register had continued the fight through the first half of 1887 and considered itself in a class with the New York Times, the Chicago Tribune, and other influential newspapers who were giving wide publicity to the "outrages" of Scully and other foreign landlords. Almost every week the Register added fuel to the fire of Scully opposition. In one issue it advocated that an "unrelenting boycott should be adopted by citizens of Marion County which would force Robbor Scully to sell his land. Keep up the agitation; it accomplishes wonders."¹⁵ A week later it reported that "petitions (opposing Scully) sent over the county by the Register are bearing fruit." This issue also mentioned the Nebraska law, just passed February 14, which prohibited non-resident aliens from acquiring real estate in Nebraska. The bill had been "introduced with special reference to the London capitalist named Scully." A short time later a letter was printed which said, "Every citizen of Marion County should enlist in the fight and do all in their power to rid the county of that tyrannical [sic] landlord which is keeping many away and pauperizing the few who have ventured in on the land."¹⁶

There were also exhortations to "come up and sign our anti-Scully petitions." On March 2, 1887, the Register published a partial list of men in Marion County who thought Scully was a

¹⁵ Ibid., February 9, 1887.

¹⁶ F. M. Smith of Troy, Ohio, "Letter to the editor," Ibid., February 23, 1887.

course to Marion County farmers. The crusade was carried to the state legislature when two hundred copies of the Daily Register were distributed among Representatives and Senators. This issue had an article about Scully under the heading, "His Royal Nibs." A resolution was introduced in the state legislature against absentee alien land ownership. The land was to revert to the state on the death of the alien. The agitation continued in March with such statements as, "Anti-Scully is the war cry," "Compel Scully to sell his land" and the "Scully system" was "nothing more nor less than the feudal system as it prevails in Ireland." Personal mention was made of persons from out of town who came in to sign the petition which was to be presented to the state legislature.

In April, the Register stated "Scully has done his best to transplant his system of rackrenting in this commonwealth."¹⁷ The issue of the following week printed:¹⁸

It is said Lord William Scully, the Irish landlord who owns 100,000 acres of land in Illinois, and has initiated in that state practices that have made English landlords objects of hatred in Ireland, owns also 100,000 acres of land in Kansas. The people of Illinois appear to have determined that he must either sell his land there or become a citizen of the state. A like policy should be pursued here. No rack-rents should be permitted in the state of Kansas.

By July, after the state legislature had failed to take any action, the anti-Scully agitation had almost disappeared from the Register. As a parting shot the Register of July 27, 1887

¹⁷ Ibid., April 20, 1887.

¹⁸ Ibid., April 27, 1887.

under a heading of, "His Royal Wibs Again," tells of the "damnable curse to Marion County and her prosperity. Robbers and thieves are detestable but Scully is a good deal worse."

While Illinois, Nebraska and other states were passing laws restricting the purchase and ownership of real estate by absentee aliens, the state legislature in Kansas, after the introduction of several bills and much legislative maneuvering, did not think it could constitutionally pass such a law. So a joint resolution to amend the constitution was approved March 4, 1887, to be submitted to the people at the general election the following year. The amendment to be voted on was as follows:¹⁹

....section 17 of the bill of rights of the constitution of the State of Kansas be so amended that it shall read as follows: Sec. 17. No distinction shall ever be made between citizens of the state of Kansas and citizens of other states and territories of the United States in reference to purchase, enjoyment and descent of property. The rights of aliens in reference to the purchase, enjoyment and descent of property may be regulated by law.

Not much was said about the proposed constitutional amendment though it was mentioned by a newspaper not personally involved in the matter one way or another.²⁰ The amendment played a minor role in the election of 1888. Interest was centered on the races for governor and for president. The amendment developed no outstanding opposition and was passed in every county in the state. The statewide ratio of the vote

¹⁹ Session Laws of Kansas, 1887, 340-1.

²⁰ The Evening Tribune, (Lawrence, Kansas), August 7, 1888.

in favor of the amendment was about 14:1. In Marion County where the issue was one of local interest the ratio in favor of the amendment was about 23:1.²¹

When the legislature met in 1889 the Governor in his regular message to the members suggested that the legislature follow up the amendment incorporated into the constitution the preceding fall, by passing a law regulating the ownership of land by absentee aliens. A bill was presented but the House and Senate could not agree so no law was enacted.

Again in 1891, Governor L. U. Humphrey reminded the legislators of the constitutional amendment of 1888. He said, "such change in the organic law of the state was an expression on the part of the people in favor of such restriction, and it should be supplemented by the necessary legislation."²² Senate bills Nos. 22, 62 and 165 were introduced, all dealing with the absentee alien landlord problem. After bills Nos. 22 and 62 had been sent to the Judiciary Committee they were indefinitely postponed. S. Bill 165, introduced by Senator H. E. Pichter of Council Grove, was an act "in regard to aliens, and to restrict their right to acquire and hold real estate, and to provide for the disposition of the lands now owned by non-resident aliens." This bill went through the legislative machinery from January 22, 1891, when it was introduced, to March 6, when it was signed

²¹ Sixth Biennial Report, Secretary of State, Kansas 1886-88, 117-8.

²² Session Laws of Kansas, 1891, 44.

by the Governor. The Kansas law added to the other anti-Scully measures passed by other states from 1885 to 1891 may have influenced Scully's decision to become an American citizen. There were other restrictions limiting a non-resident alien's ownership and disposal of land which were disagreeable to Scully and he could get around all of them by taking out naturalization papers.

In the eighteen eighties, Dr. Gillette came to Marion to help with the administration of the Scully land. A short time later, John Powers came from Lincoln, Illinois. He became one of the best known of Scully agents. The firm of Fox and Powers is mentioned in the Marion Record of January 24, 1890. John Powers set up his permanent residence in Marion and lived there as Scully's agent until he died in the nineteen twenties.

As previously mentioned, Scully did not enjoy a favorable press. However, many people favored Scully's policies. Many of the tenants backed the landlord. One wrote a letter which appeared in the Marion Record, February 25, 1887. The writer of the letter had rented land for the previous four years. During the first three years he had raised an average of fifty-five bushels of corn an acre which at the payment of half of the grain at twenty-five cents a bushel, amounted to a rent of six dollars and eighty-seven cents per acre. The preceding year he had rented Scully land which was just as good for three dollars a acre. He was not bothered in his present position by having the landlord running one hundred head of cattle in the field

right up to corn planting time as his former landlord had done. The renter had gotten no improvements in either case. He voiced the sentiments of many Scully renters when he wrote, "it takes a rustler to make a go of it on any land in a dry season and Scully land is no exception." He also wrote that the landlord's agent had treated him in a "gentlemanly manner."

In London, on July 20, 1838, William Scully deeded all of the Marion County land to F. Angela Scully, his wife. A second deed was made out the same day deeding all the Marion County land back to William Scully. Both of the deeds were signed before Thomas M. Waller, Consul General of the United States in London. The first deed was filed at the Marion County Register of Deeds at ten o'clock A. M. September 26, 1838. The second deed was filed forty-five minutes later.²³ The purpose Scully had in mind for these deeds is not clear. Speculation might give several motives. Perhaps a situation was apprehended in which he would want to quickly shift ownership. By filing the right deed the title would appear to fit the situation. Another suggestion has been offered that Mrs. Scully gave up her dowry rights in the land because of these deeds. Most speculations carry no weight under Kansas Law. The deeds as they are did not change the ownership of the land. It was the same as if they had never been executed.

Rent on Scully land was based upon an appraisal of the productive powers and improvements of the land. This hindered

²³ 69 Deed Record, Marion County, 270, 279.

the improving of much of the Scully land because of the possibility of increased rent. Some of the Kansas land owned by Scully lay idle for several years until he could get renters. Ofttimes during these early days people would pasture cattle and cut prairie hay on Scully land which was just like an open range. Sometimes adjoining farmers leased Scully land. Early leases were usually for periods of time up to five years and would require the renter to "break out" a certain amount of sod in return for the first few years' rent. Thereafter for a few years the rent would be fifty cents to a dollar an acre with later increases in rent as the land became more valuable.²⁴

When government became more expensive with the establishment of schools, roads and other projects, Scully changed his leases to require the tenants to pay yearly to the landlord "the full amount of all taxes or assessments, general or special, of every kind or nature whatsoever, made, levied or assessed upon or against" the land they held for him. Other requirements came into the lease arrangements with the years. The tenants were, of course, required to make all but permanent improvements or else do without. Also they were required to break out each year as many acres of new land as might be designated by the agent. A penalty of three dollars an acre was charged for failure to follow instructions.²⁵ This lease arrangement was not difficult to follow because Scully did not press his tenants to break out the soil. Even today Scully land has much pasture that would be fit

²⁴ See Appendix, 11.

²⁵ Three dollars an acre was the standard price for breaking the sod.

for cultivation if it were only plowed. The policy has been to go slowly on any changes of that sort. Tenants were also required in their lease to sow as much acreage in small grains as was designated by the agent.²⁶

In 1903 after several years of crop failures which kept the tenants from paying their full cash rent, he introduced a new clause into the lease requiring the tenant to have a certain percentage of the land planted to alfalfa. Alfalfa usually made a crop regardless of the weather and was considered a sure crop which would enable the tenant to pay the rent each year.²⁷ A system of crop rotation had also been set up. Fines were established in the lease payable if the tenant failed to carry out certain provisions. That part of the lease was as follows:²⁸

The said tenant will pull out, clean out and destroy all burrs, thistles and other weeds on said land by the first of August in each year. That he will on or before the first of August in each and every year of this lease, mow or plow all lands sown to small grains the spring or fall preceding. That he will take care of, cultivate, protect and maintain all hodgeprows, fences, fruit and other trees that now are or may hereafter be planted on said land. That he will trim all hedges on said land by the first day of January in each and every year during this lease and burn the brush. That he will, at his own expense keep open, cleanse, plow, scrape, and dig out all ditches and drains that now are, or may hereafter be made on said land, by the first day of October in each and every year during this lease; and in case of failure to keep open, cleanse, plow, and scrape and dig out such ditches, trim such hodgeprows and pull out and destroy the burrs, thistles and other weeds, respectively, as aforesaid, the said tenant agrees to pay said landlord 75¢ per rod for the ditches,

²⁶ Kansas City Star, January 26, 1919.

²⁷ Ibid., February 14, 1903. There is some indication that this clause in the lease was not widespread until after 1918.

²⁸ Ibid., January 26, 1919. 4 Miscellaneous Record, Marion County, 75-9.

25¢ per rod for the hedges, \$2 per acre for land in burrs and weeds and \$1 per acre for stubble land not mowed or plowed, as damages for such failure in addition to the rent hereby reserved, such damages to be recoverable by the said landlord in the same manner as rent in arrears. The said tenant will not permit or suffer cattle or other animals to feed upon stalks standing on said land, said stalks being reserved to the landlord.

William Scully did not like to part with land. He did not sell farm land in Kansas except for right of ways, school grounds and the like. On one occasion the owner of Crane's ranch located near Durham, Mr. Albert Crane, wanted to trade half sections with Scully. The trade would have been one of convenience for both parties. Both would have then had land in a block, for each of them had other holdings in the neighborhood. Scully refused to trade and suggested that Crane sell him the land in question. Crane, who was not anxious to sell either, had merely thought the trade would be advantageous to both of them. Scully said, "It is a very serious thing to part with title to real estate. I will not do it." Other stories have circulated about his refusal to sell land. Always he was most emphatic about it.

Scully land in Marion County is good land. The tenants have been good farmers and most of them have made money year after year and had no trouble paying the landlord. The leases given by Scully were desirable and some of the tenants stayed on the land for a lifetime. The Scully system was a new path in the route of agricultural success. Under this system a tenant could start operating a rented farm with very little capital.

As he farmed he could put his money into improvements because of the low rent. When he was ready to branch out and operate a farm of his own he was able to sell the improvements and make a substantial down payment on the new farm. Many farmers in Marion and Marshall Counties in Kansas owe their "start" to the Scully system.²⁹

Prior to Scully's death in 1906, John C. Scully, a nephew, received the Butler County, Kansas, lands. M. Angela Scully, wife of William Scully, received the rest of the estate, most of it by a deed about a year before he died. The breakdown of the land in Marion County according to acreage was forty-nine sections, forty half-sections, thirty-six quarter-sections, twenty-three eighth-sections and thirteen tracts which were one sixteenth of a section in size.³⁰

The rent of Scully land remained about the same until World War I when mounting farm prices began to affect an increase in the rent. The increase in rent lagged behind the increase in the price of farm products and the tenants enjoyed a period of prosperity.

Mrs. Scully lived in London much of the time after the death of her husband. The estate, even though it remained intact, ceased to be news under the ownership of Mrs. Scully. On December 2, 1918, she made out a deed which was executed before Richard Westacott, Vice Consul of the United States of America

²⁹ Topeka Daily Capital, January 3, 1943.

³⁰ Manuscript in the files of the Kansas City Star.

at London, England on December 4, 1918. The deed gave all the Marion County land to her son, Frederick, "for in consideration of natural love and affection, and one dollar."³¹ In other deeds Frederick got the Dickinson and Marshall County lands in Kansas and all the land in Nebraska. Thomas, the oldest son, was given the Illinois and Missouri land. The two sons were to share equally in property elsewhere.

³¹ 145 Deed Record, Marion County, 190.

CHAPTER IV

THE SCULLY LAND SYSTEM IN MARION COUNTY, KANSAS (Part II)

Frederick Scully was well suited to the job of a landlord when he acquired the Nebraska land and most of the Kansas land as a Christmas gift from his mother in 1918. In addition to the land he received from his mother, he bought between twenty-seven and thirty-five thousand acres of land near Cut Off in Lafourche Parish, Louisiana.¹ The land is near the Gulf of Mexico, about thirty-five miles south-south-west of New Orleans. Much of this land, which apparently was not purchased as farm land, was in swamp and had to be reclaimed. Two thousand five hundred acres are in an experiment station which is considered the largest privately owned agricultural experiment station in the United States.

Fred was thirty-seven years old when he got the land. In appearance he had the poise of an English gentleman and his speech indicated his Oxford education. Although he was an American citizen he spent much of his time in England and in travels.² The job of taking care of his share of the Scully lands was taken over by the same agents who had always cared for the farms so the landlord had about as much leisure as ever.

Thomas and Frederick had much in common with their father.

¹ Chicago Tribune, August 15, 1937, gives 27,000 acres. Abilene Reflector, March 14, 1942, gives 35,000 acres.
² Kansas City Star, January 26, 1919.

They were not spenders but were frugal with their money and their wealth went a long way. Most of the surplus profits of the estate were invested in municipal and county bonds. During World War I, Mrs. Scully and the boys invested about two million dollars in Liberty bonds.³

Thomas, the elder by about six years, also spent much of his time in travel. During World War I he had been an ambulance driver. Though he was an American citizen, he had spent five years in Egypt on a mission for the British government.

Throughout the years the Scullys had been on good terms with their tenants. There was a minimum of conflict until about the time Fred and Thomas were given the land. During World War I, Scully tenants sold good crops at high prices. Cash rents began a steady rise because of increased value and productivity of the land.

Tenant troubles began in the fall of 1918, in Illinois, just before the change in ownership. The tenants in Illinois had just been notified of an increase in rent from six dollars to ten dollars an acre for the next year. They would also be required to plant a certain percentage of the land to clover and either plow it under or feed it on the farm. The tenants protested and some of them formed a league to get united action. After some investigation they found no recourse in the law so they attempted to take their ills to the legislature where they

³ Ibid.

hoped to find relief.⁴ Scully's agent asserted, "We gave the farmers the advantage of four years of unusually high prices. They have made lots of money. Increased income taxes and war's other calls on the Scully estate necessitated raising the rents this year."⁵ On the other hand the tenants related that costs of improvements had taken a big jump and that prices of farm products had already threatened to tumble. To them the rental increase was taking unfair advantage of temporary prosperity. In Logan County, Illinois, where the tenants were prosperous and had a large amount invested in their improvements, they had mostly fallen in line with Scully's demands and had signed their leases. Elsewhere in Illinois the association of Scully tenants was refusing to sign new leases and was asking for a reduction in the rent for the next year.⁶ The tenants were holding out for the previous year's rent of six dollars an acre. Agreements were finally reached between representatives of the tenants and the agents to establish the yearly rental at eight dollars an acre. The tenants were also allowed to borrow money from the estate at five per cent interest instead of the prevailing rate of seven per cent.⁷

The clause in the lease requiring the planting of a certain per cent of the land to clover or alfalfa brought forth a

⁴ Ibid., Editorial, October 17, 1918.

⁵ Ibid., January 26, 1919.

⁶ Ibid.,

⁷ Kansas City Times, July 3, 1919, from the Chicago Herald-Examiner.

minor tenant rebellion. After seeing the beneficial effects to the soil, the tenants became hearty advocates of logume planting.

In 1921 tenant trouble, termed a "revolt" by newspapers, was developing in Kansas. The rental charges for the land had been increasing for years and the new schedule for the 1922 season provided for no decreases. The tenants felt that the decrease in the price of farm products almost to a pre-war level should give them a proportionate decrease in cash rent. The tenants began to develop a united organization and asked for a forty per cent reduction in rentals. The situation almost developed into one of intense feeling when neither the tenants nor the managers showed any disposition to affect a compromise. The crops of the preceding year had been poor and some thought Scully should make an adjustment. Some of the association members were making arrangements to lease other land. Many were making little effort to prepare the ground for next year's crop. No leases were signed.⁸

During the early part of September there was much activity in which most of the three hundred fifty Scully tenants participated. Numerous meetings were held. The organization contended that the Scully lease was a one man lease. Everything in it would benefit the landlord with the tenant receiving few advantages. Moreover the lease was attempting to supplant laws of the state, by requiring the tenant to waive rights under

⁸ Kansas City Star, September 4, 1921.

state statutes. Threats were made to strike against Scully prior to the wheat sowing season if no relief was forthcoming.⁹

The general attitude of the Scully tenants toward the system had been good, as a rule. However, the tenants were now "bucking" Powers, the Scully agent in Marion, as much as Scully himself. Powers was considered high handed in many of his dealings and many tenants found it difficult to stay on good terms with him.

Slightly more than a week after the threat to strike, the tenants met at Tampa, Kansas, elected permanent officers and formed a committee to draft a constitution for the proposed tenant union. There was a large attendance at the meetings of the association. Many of the tenants came and brought their families. Ninety per cent of the tenants were active in the organization.

At this time a survey was made of 1921 incomes on Scully land so that the tenants could present their side of the case. The average income from a quarter section of Scully land was found to be \$1,030. In share renting, the landlord's share at the usual rate of one-third would have been \$343. Tenants at that time were paying a cash rental of about \$600 plus taxes which amounted to about \$100. The forty per cent reduction asked would have given a cash rent of \$360, still above the rent on a one-third share basis. A twenty-five per cent reduction was finally offered by the landlord but the tenants were unanimous

⁹ Ibid., September 8, 1921.

in their demand and would not accept the offer.¹⁰ The Scully manager finally smoothed over the grievances by reducing the rent by forty per cent, thereby meeting the demands of the association and averting the threatened strike. The organization functioned effectively for three years.

In 1923, tenant unrest began to crop out again when the members of the protective committee of the association, representing the Scully tenants, had a conference with State Senator Charles Thompson of Marion. The committee proposed that Senator Thompson introduce a bill which would protect the tenant's homes, barns and other buildings which were liable to seizure by creditors. This time the agitation was not so much against the landlord as it was against an "unfair" law. Under the Kansas homestead law, the buildings constituted a homestead and could not be seized for debt. But Scully tenants who provided their own improvements were not protected because they held no equity in the land. The protective committee told of many tenants having their buildings seized by creditors and the possible results of such action. Also under state law the improvements of the tenant were taxed as a part of the land belonging to the landlord. Legislation was sought as a remedy for the situation.¹¹

Both Senator Thompson of Marion and Representative Carothers of Peabody presented bills in their respective houses to ease the situation for the tenants. Legislative committees

¹⁰ Kansas City Times, September 21, 1921.

¹¹ Kansas City Star, January 22, 1923.

reported unfavorably on the bills so nothing was done for the tenants by the legislature that session.¹² However, in 1925 a law was passed giving the tenants the protection of their property from seizure by creditors.¹³

Meanwhile, trouble of a different sort was confronting Frederick Scully. In 1920, Godfrey Berg had purchased his father's improvements and began farming as a Scully tenant. Yearly leases were signed after that until on July 15, 1923, Berg was served with a "written notice that his lease would not be renewed; that he must vacate by March 1, 1924; that he must dispose of his improvements on the leased premises after his rents had been paid; that he should not put in fall crops."¹⁴ Berg could find no one to purchase his improvements so with the expiration of his tenancy did not immediately vacate the premises. His household goods and other personal property were moved out on the highway by the sheriff.¹⁵

The tenant association was anxious to test the lawfulness of the Scully lease where non-payment of rent was not concerned and Berg, who was an out-spoken tenant (the kind not ordinarily on Scully land), was willing to provide the necessary action. The association financed the litigation. Berg brought suit against Scully to recover the value of his improvements. As might be suspected tenant sympathy was almost entirely with Berg.

¹² Senate Journal, 1923, Kansas, 285, 316, 378. House Journal, 1923, Kansas, 194, 215, 319.

¹³ Session Laws of Kansas, 1925, Chapter 208. See Appendix, vi.

¹⁴ Kansas Reports, 40:638.

¹⁵ Kansas City Star, March 11, 1926.

The case came up in the district court of Marion County. Attorney's for Berg believed that they could win the case by showing that John Powers, agent for Scully, could not sue or be sued in Scully's name. Powers produced the authorization much to the surprise of the people assembled in the courtroom. Another point brought up was the custom of transferring of the lease from one tenant to another. The court did not recognize that custom becomes a law. In court the provisions of a Scully lease were brought out with respect to improvements on the land. One sentence was as follows:¹⁶

But the said landlord hereby agrees, that upon the expiration of the term of this lease, and upon the rent and taxes herein provided for being fully paid, and other promises and undertakings herein written having been done, kept and performed by the said tenant (but not other wise), that he, the said landlord, will consent to the removal of all buildings, fences or other chattels made or erected by the said tenant upon said premises, or belonging to him thereon, provided that the said removal be made promptly; but all buildings, fences or other improvements thereon belonging to the landlord and all additions or repairs that may be made or done to the same during this lease; and any hedges or live fence, fruit or the trees that may be planted, set out or grown on said premises at any time previous to or during the term of this lease, shall be deemed fixtures and shall not be removable under any circumstances or at any time.

Scully's lawyers contended that Berg had abandoned the property and it was therefore forfeited to the landlord. The judgment of the court was in favor of Scully and Berg received no satisfaction. In reminiscing about the Berg case, prominent members of the association have stated that they "missed the boat" when they did not have the township assessor present at

¹⁶ Kansas Reports, 12:638.

Berg's eviction. He could have required the sheriff to keep the road clear. Speculators say the sheriff might have found it necessary to take the evicted man's property to the courthouse grounds in Marion.

Berg's lawyers appealed the case to the State Supreme Court because they said the lower court had erred in excluding evidence in Scully's "practice of dealing with his tenants." The Supreme Court admitted the evidence regarding the customary practice of Scully or his agents in dealing with the tenant. This showed that ever a period of years when a tenant would give up his lease, the incoming tenant would negotiate for and purchase the improvements of the outgoing tenant. No incoming tenant was sent to Berg to buy his improvements and since he had no crops in the ground, no one was anxious to lease the land. Actually he could not move his improvements and get anything out of them. The cost of dismantling and moving the property would be almost equal to their value. In summing up the opinion of the court Justice Hopkins wrote:¹⁷

No provision of the contract contemplates forfeiture of the tenant's improvements to the landlord. Through Scully's general course of dealing, the plaintiff (Berg) understood and believed he would be able to dispose of his improvements at the end of his tenancy, otherwise he could not have afforded to purchase them and become the defendant's tenant.

The Justice mentioned the Act¹⁸ of 1925 regarding "free sale and transfer of such improvements, or the purchase thereof by the landlord." The act was passed since action in this case

¹⁷ Ibid., 40: 644.

¹⁸ See Appendix, vi.

was begun and "while the statute was not retroactive,.... it is indicative of public policy on this subject, and virtually places defendant's (Scully's) attitude.... under public condemnation." The judgment of the lower court was reversed and Berg won the case. Two of the seven justices of the Supreme Court dissented from the majority opinion but no minority opinion was written.

Another case of eviction during the activity of the association was J. B. Shields, of near Lost Springs. He was secretary of the tenant association and held a prominent place in the policies of the organization. Shields was one of the first Scully tenants in Marion County. He had started leasing land in 1883. A man of conviction, he would not back down from his position when confronted by John Powers and Frederick Scully. His contention that rents must be lowered was disputed by Frederick Scully and words followed which resulted in Shields losing his quarter section lease in 1922 after he had been a Scully tenant for thirty-nine years. Shields still farmed his two quarters and raised purebred cattle as he had before. When word spread that Shields was to lose his lease, some of the Scully tenants and other farmers almost fell over each other in their hurry to get to Marion and rent the land, thus indicating that there were backsliders in the organization.

Opposition to the Scully system of tenant farming and the extent of the Scully holdings has made good political "hay." In 1919, Governor Henry Allen, of Kansas, called attention to the extent of Scully land just after the tenants on that land

had refused to tax themselves to construct a highway. A group of Old Trails boosters had endeavored to rebuild the Santa Fe Trail through Kansas. In those days the highways were paid for by the taxpayers on either side of the road. Tenants, such as those on Scully land would, of course, refuse to tax themselves to pay \$1,500 to \$2,000 to build a road along their landlord's farm. The project, to rebuild the Santa Fe Trail, had received assurances from every county in the state through which the road would pass except Marion County.¹⁹ The action taken by the tenants proved an effective bar to the project and the road was never built. In every district where Scully land predominated the same thing was true. The tenants would never tax themselves to improve the landlord's land. The system was detrimental to the promotion of public improvements such as roads and schools. The roads running through the Scully land in Illinois, as in Kansas, were poor in relation to the value of the land. The situation in Nebraska was much the same and Governor McKelvie unofficially urged a remedy for the large scale land tenantry.²⁰

Just after William Scully had bought the Missouri land, Bates County held an election to determine whether they should vote bonds for a new courthouse. In this case the Scully agent wrote to the landlord and asked how he should advise the tenants in this situation. William Scully wrote that they should vote for the new courthouse.²¹ Other than this instance the

¹⁹ Kansas City Star, January 24, 1919.

²⁰ Ibid.

²¹ St. Louis Post-Dispatch, March 31, 1901.

Scullys have never really interfered with or advised the tenants regarding their action during an election.

Most of the tenant contacts with Scully were through his agents. The tenants were usually treated in a very business-like way with a patronizing manner apparent at times. Powers, the long-time Scully agent in Marion County, often talked to the tenants in an aloof, superior manner. Agents who followed Powers were on more friendly terms with the tenants. Rent was, of course, on a cash basis and paid yearly. The money could be handed personally either to the agent in Marion or mailed in to the estates office. The business between the estates office and the tenant could be carried out by mail because the tenant did not have to sign a new lease every year. As long as the rent and taxes were paid regularly the agents would not bother the tenants. The old lease was merely extended for another year. The tenants would be billed for the amount they were to pay including taxes. Generally, they did not get a separate bill for the taxes. Nevertheless, in Marion County, the tenant paid the entire amount of the yearly rent, plus taxes before the due date, to the Scully agent. Or the amount could be paid in installments with interest. The agent would then take the money to the county treasurer and pay the entire year's taxes on the Scully land. The rebate on the last half of the taxes usually amounted to several hundred dollars. In 1942, the tax on the Marion County Scully land was \$26,586.61. The rebate on the last half was \$219.40. In 1943 the tax was \$22,075.45 with a rebate of \$174.39. The tenant owns the improvements

and these are now taxed as the tenant's personal property.

Due, possibly, to the fact that the tenants pay the taxes, Scully land is not discriminated against by the assessors. In some states Scully pays the taxes and charges a higher rent.

Contrary to William Scully's policy of not selling farm property, some of the land in Marion County has been sold to private individuals as well as to the county for roads and schools, since his death in 1906. The selling of land has always been a money-making proposition with the Scullys. At times when roads have been widened in the county, the agent has always arranged that if additional ground would be required for the road, it would come off the land across the road rather than from Scully's property. At times when Scully land was on both sides of the right of way, the easement to the county or state would be paid for at a good rate per acre even though most of the other landowners would give the land needed for road construction. Mrs. Scully sold a school district 3.12 acres in 1909 for two hundred dollars.²² Apparently every transaction must bring an income for Frederick Scully. To deed land for highway and channel purposes he asked some compensation even though the use to which some of the deeded land was put would improve the value of the adjoining land.

Frederick Scully sold parcels of land to individuals in the nineteen twenties. One forty acre piece of land, northwest of Durham, was sold to David Rudger in 1926 for seventy-five dollars an acre.²³ Stanley Safarik paid one hundred forty dollars

²² 136 Deed Record, Marion County, 428.

²³ 174 Deed Record, Marion County, 283.

an acre for forty acres of good farmland near Tampa in 1927.²⁴ This plot of land was the NE1/4 of the SW1/4 of a section and the right of entry onto the land had caused some trouble and Scully decided to sell it. In each of these sales, the grantors reserved to themselves, "their heirs and assigns all rights to the oil or minerals in, on or underlying said land." In 1929, I. Urbanek bought eighty acres from Scully for one hundred forty dollars an acre.²⁵ In this case Scully reserved an "undivided two-thirds in all right to oil, gas" and other minerals. Each piece of land sold had some kind of stipulation which made it different from the ordinary deed. The Strassburg Baptist Church bought one-half acre in 1941 to build a parsonage near the church. To buy the land, in addition to paying seventy-five dollars for it, they agreed to maintain a proper fence and not to raise or keep chickens on the premises.²⁶

The same is true with oil and gas leases. Oil companies do not try to lease Scully land any longer. They know that the lease would be written out in the Scully office to include his terms. For instance, in 1920 the Shell Oil Company leased a block of land which included six hundred forty acres belonging to Frederick Scully.²⁷ The lease included provisions different from the ordinary oil and gas lease. The lessor demanded one-sixth royalties. The usual rate is one-eighth. He demanded full access to lessor's books and daily reports. Royalty payments were to be made monthly while ordinarily the payments are

- 24 193 Deed Record, Marion County, 449.
 25 191 Deed Record, Marion County, 340.
 26 224 Deed Record, Marion County, 68.
 27 44 Miscellaneous Record, Marion County, 40.

made quarterly. Other stipulations were made regarding the time of drilling the well and what to do if it was a dry hole. In addition to this and the other usual parts of an oil and gas lease the lessor reserved "unto themselves a one-half (1/2) overriding royalty out of the 5/6 of the production of oil until such time as the proceeds of such overriding royalty shall amount to \$64,000at which time the entire leasehold shall pass to the property of the lessee." The lease could be terminated by paying Scully ten dollars. Frederick Scully was dissatisfied that none of his land had oil or other minerals to add to the income received by rent. His cousin, John C. Scully, has oil on his land in Butler County, Kansas. In Marion County all wells drilled on Scully land have been dry ones though there are flowing wells within one-quarter mile. No oil company at present feels that it can develop an area of ground containing Scully land because of the special considerations required by the owner. Other landowners nearby are not being included in oil development and they are throwing the blame on the Scullys.

The Scully farm lease was a very involved document.²⁸ It cited various obligations of the tenant in addition to the payment of the cash rent, taxes and assessments. The landlord assumed no responsibility for the improvements. If a tenant wanted or needed improvements, he had to provide them himself. The lease required the tenant to perform certain duties by a certain date each year. For instance, the tenant was required

²⁸ See Appendix, ii, vii and xiii.

at his own expense to "keep open, cleanse, plow, scrape and dig out all ditches and drains that now are, or may hereafter be made on said land, by the first day of October in each and every year during this lease." In case of failure of the tenant to follow this part of the lease he agreed to "pay said landlord seventy-five cents per rod for the ditches,....as damages for such failure in addition to rent....". The tenant also agreed to plant certain crops and waived the benefit of the Exemption Valuation and Appraisement laws of the state. Although the agents did little, if anything, to carry out these terms in the lease, the Kansas legislature passed a law in 1933 dealing with leases such as the one Scully had his tenants sign. The law was signed June 5, 1933 by the Governor. Although Scully was not mentioned by name, the explanatory paragraph preceding the law practically recited the Scully lease word for word.²⁹

The law continues with the following statement:

The foregoing lease conditions and requirements are variant from the ordinary....in the particulars above mentioned, are harsh, burdensome, oppressive and extortionate in their terms,....On account of the pledge of lien by the tenant to the landlord of his crops, teams, and all his other property he is deprived of credit with merchants and banks....

The law then states that the lease agreements mentioned containing "all of the burdensome requirements heretofore recited are hereby declared to be against the public policy of the

²⁹ General Statutes of Kansas, 1935, 2632, has the following listing:

SCULLY

Tenant farming lease regulations, 67-531 to 67-533.

state, illegal and unenforceable," The lien required from the tenant was limited to the "total crops grown on the leased land" or the "total receipts or returns from pasture" Some changes were made in the leases after 1933. Items such as the fines were stricken from several provisions. However, there is still some question whether the leases of 1947 would satisfy a court if certain provisions in them were tested.

During the nineteen thirties the Scullys aided the tenants with a substantial reduction of rent during the period of poor crops and low prices. In 1932, Thomas Scully halved the rent in Bates County, Missouri.³⁰ Like reductions were made on Scully land elsewhere. Most of the land was still making a profit for the landlord during the lean years of the nineteen thirties. Frederick at this time had about 62,000 acres in Kansas, 66,000 acres in Nebraska and about 27,000 acres in Louisiana. Over a five year period from 1932 including 1936 all of his land except that in Louisiana made a profit. In Marion County, 1932 was the worst year for the landlord when his net profit was about \$11,000. The best year of this period was 1935 with a profit of about \$48,000. The total income from Marion County for the five year period was about \$150,000. Profits per acre in Marshall County, Kansas, and Gage County, Nebraska, were about the same as in Marion County but in each case the acreage was smaller. A small profit in Nuckolls County, Nebraska, cancelled a

³⁰ New York Times, March 27, 1932.

loss in Louisiana. Total income from rent for the five years on his 154,000 acres was about \$240,000.³¹

Thomas Scully had at this time about 47,000 acres in Illinois and 45,000 acres in Missouri. The Illinois property brought the highest rent of any of the land in the Scully estates. In addition there have been fewer years of poor crops. In Missouri this five year period resulted in a net loss of about \$50,000 for the landlord. The net profit received by Thomas Scully, from rent of his land during this five year period was about \$430,000. It was no wonder, when the war department began dispossessing farmers through acquisition of land for Camp Crowder, Ft. Leonard Wood and other Missouri projects in 1941, that Thomas Scully was willing to sell his Bates County holdings. In 1943 he received a check for \$1,078,150 for the land. The Missouri Defense Relocation Association and the FIA were endeavoring to resettle the dispossessed farmers but the availability of high-paying war industry jobs hindered the sale to farmers. In March 1947, five units of the former Scully land in Bates County was still in government hands. Expectations were that it would soon be in private hands. The president of the Chamber of Commerce of Butler, county seat of Bates County, and other business men were glad to see the land return to farmer operators. The benefits of home-owned and home-operated farms were contrasted with "the antique and cold-blooded type of ownership that

³¹ Chicago Tribune, August 15, 1937.

formerly existed."³² There was a tendency in Bates County to give the Scully family credit as astute businessmen who were fair and honest landlords. However, the people felt that, on the whole, the Scully regime was not for the permanent benefit of the county because it had reduced the percentage of freeholding farmers. The schools, churches and rural community activities had suffered as a result.³³

A change in tenants on Scully land would, of course, require a change in ownership of the improvements. The incoming tenant would negotiate with the outgoing tenant to establish a price, often called the premium, for the improvements and the lease. The Scully agent retained the right to approve or disapprove the succeeding tenant and the sale of the improvements. Sometimes the agent would require a renegotiation of the purchase price of the improvements if he deemed them too high. The agents follow the direction of the Scullys who have held that the prospective tenant is desirous of getting the land, not the improvements and they seek to guard his rights. The outgoing tenant had to take the price set on his improvements by the Scullys if he wished to sell them and he usually would not appreciate the interference of the Scully management.³⁴

In Illinois the tenants have better improvements on Scully land than in other states. The improvements there are often valued at ten thousand dollars or more. In Marion County, Kansas, the

³² Kansas City Star, March 12, 1947.

³³ Kansas City Times, July 30, 1941.

³⁴ Kansas City Star, January 26, 1919.

improvements on a quarter section are usually worth between one and five thousand dollars. For fences alone with no buildings the incoming tenant would usually pay the outgoing tenant about one thousand dollars. Often the premium paid would not replace the improvements on the land. At times tenants have wished to buy Scully land if it happened to fit into their land adjacent to it. On the other hand, they know that if Scully owned it they could have it to rent; whereas, if someone else bought the Scully land that might not be possible.

The Marion County tenants were among the first farmers in the county to join the AAA program. The requirements to get AAA benefits were not so much different from the stipulations set down in the Scully lease. The present lease has several paragraphs regarding soil conservation and saving the fertility of the soil. Benefits for some of these practices are paid by Scully today.

In 1941, Thomas Scully finished building a \$100,000 manor house on some of his land three miles from Lincoln, Illinois. His wife, Violet, is the daughter of Sir William Simpson, a Scottish knight. Their sons, Michael and Peter, were fifteen and thirteen years of age, respectively, at that time. Frederick Scully was a resident of Washington, D. C. with his wife, Betty Gwendoline Scully. Their address was 4929 Rockwood Parkway, Spring Valley, N. W. They also had two sons, William and Robin Frederick, who were eighteen and sixteen years of age, respectively.

On October 28, 1942, Frederick Scully died in Chicago. His

wife had died, September 11, 1942, as a result of injuries received in a bicycle accident in England. The will made out January 22, 1936, by his English solicitors, Stanley Evans and Company, of London, was filed in the District of Columbia on November 7, 1942. The settlement of the estate was not finished in Kansas until January 1947, over four years later. Ancillary proceedings on the Kansas land of the Frederick Scully estate were held in the Marion County Probate Court. William Scully, who was twenty years of age at the time of his father's death and a student at Northwestern University, later joined the U. S. Army and served overseas with the 90th Division. Robin Frederick Scully, eighteen, and a student at Harvard, at the time of his father's death, later joined the Navy. Under the Soldiers' and Sailors' Civil Relief Act, W. R. Carpenter, was appointed by the Probate Court as attorney to represent their interests. A "Journal Entry" in the matter of the Estate of Frederick Scully, deceased, mentions the granting of additional time to prepare and file the Inventory and Appraisement of the estate. On May 27, 1943, the notice of hearing for the petition to admit the foreign will to probate was published for the first time.³⁵ Beginning in the July 8, 1943 issue of the Record-Review the notice of the appointment of Ancillary Executors was made for three weeks. The executors of the estate were Thomas A. Scully, elder brother of Frederick, William E. Trapp, Scully agent at Lincoln, Illinois, and John C. Scully, Peoria, Illinois, attorney and cousin of Thomas and Frederick.

³⁵ Marion Record-Review, May 27, 1943.

Map 3
Scully land in Marion County



Marion County with the exception of nine southern and eastern townships and the east half of Clear Creek Township.

The will which was originally probated in Washington, D. C. was filed in the Marion County Probate Court, December 6, 1946. Legal notice of final settlement of the estate in Kansas was first published December 5, 1946.³⁶ The will provided for many bequests. To his wife, Betty, he gave one hundred thousand dollars net and the following real estate: four hundred acres in Marshall County, Kansas; 1521.77 acres in Gage County, Nebraska; and 6667.40 acres in Nuckolls County, Nebraska. Betty had died prior to the settlement so these bequests went back into the estate. Thomas A. Scully got fifty thousand dollars. William E. Trapp got eight thousand dollars. Frank W. Ryan, partner of Trapp's, got five thousand dollars. Frank Turner got three thousand dollars. Any servant in the household ten years got one thousand dollars net. The rest of the will dealt with the division of the remainder of the estate between the sons, William and Robin. An excerpt from the Journal reads as follows:³⁷

It is further found that William Scully, eldest son of Frederick Scully, deceased, was and is entitled to have assigned to him subject to Testamentary Trust, in the management and control thereof, all real estate situated in Marion, Marshall, and Dickinson Counties Kansas and all land, real estate owned by said Frederick Scully at time of his death, located in the State of Kansas.

Likewise, Robin received all the Scully land in Nebraska which is in Nuckolls and Gage Counties. William's share was about 62,000 acres and Robin received about 66,000 acres. The two sons were given all the property in Louisiana, "in equal shares as tenants in common in fee simple forever." Likewise

³⁶ Ibid., December 5, 1946.

³⁷ Papers in the Matter of the Estate of Frederick Scully, Deceased. Marion County Probate Court.

they shared in the one-half interest owned by their father of the office building known as the Scully Building located at the intersection of Kickapoo and Pekin streets in Lincoln, Illinois, and other Logan County properties. The other property was also divided equally between William and Robin. This included interest in residence property located at 1401 Sixteenth Street in Washington, D. C., all other property in the District of Columbia and all stocks, bonds, mortgages, personal property such as automobiles, jewels, linens, furniture and many other items for either sole or separate use.

Thomas A. Scully was appointed trustee for the two sons, to "hold, manage, and control all of the estate," bequeathed to the sons. In addition the property would be held in trust with certain provisions. At the age of twenty-one years each son would receive five thousand dollars a year. At the age of twenty-five, fifteen thousand dollars and at thirty years of age the income for each would be twenty-five thousand dollars. At thirty-five each son would assume full management of the estate. If the guardian should feel that they could undertake the full management of the estate at thirty years of age he could give them full possession. For maintenance and education, three thousand dollars per year and emergency sums such as money needed for surgical and medical care was provided for each son. In case Thomas A. Scully should die or become incapacitated, John C. Scully was to be appointed with the duties of guardian and trustee. The trustee could with the consent of the heir, when he reached twenty-one years of age, sell, transfer or con-

voy any of his real estate as deemed advisable. The trustee could not receive compensation of more than twenty-five hundred dollars per year. Thomas A. Scully relinquished and declined to fill the position of guardian and trustee and requested that the probate courts in the District of Columbia and Marion County, Kansas appoint John C. Scully to that position. This was done and the estate was readied for settlement by the payment of various fees and taxes.

The Kansas income taxes from January 1, 1933, to February 29, 1944 amounted to \$18,053.28 plus interest of \$3,252.38.³⁸ The death of William Scully in 1906 had cost his estate nothing in inheritance taxes because none existed. E. Angola Scully transferred most of the estate in 1918 prior to her death and averted death and inheritance taxes.³⁹ Gift taxes were not then in use so that transfer of property brought nothing into the treasury of the state or nation. Between 1906 and 1942 laws were passed to act as a leveller of the country's wealth. So when Frederick Scully died in 1942 there were laws giving the state and nation a sizable proportion of the property changing hands. The property owned by Frederick Scully was appraised to determine the value of the estate to be taxed. The following table shows the assessed and appraised value of the Kansas land.⁴⁰

38

Ibid.

39

Kansas City Star, January 26, 1919.

40

Papers in the Matter of the Estate of Frederick Scully, Deceased. Marion County Probate Court.

Table 2. Area and valuation of Scully land in Kansas.

County :	Acres	:Assessed valuation:	Appraised valuation
Marion	53,491.34	\$1,657,630	\$1,304,886.50
Marshall	7,576.38	356,270	236,292.80
Dickinson	1,150.37	35,655	24,127.00
Total	61,218.09	\$2,049,556	\$1,565,305.30

The appraisers, who were paid a fee of \$600.00 for their work in Marion County, did the Scullys a good turn by keeping down the value of the estate by appraising the land at about seventy-eight per cent of its assessed value. Only a few parcels of land were appraised at the assessed value. The assessed value in Marion County is 60.7 per cent of the sale price based on a sample of one hundred fifty deeds of land sold between March 1, 1945 and March 1, 1946. This means that Scully land in Marion County would sell for an average of \$51.04 per acre (and probably more) and the land was appraised at \$24.39 per acre, less than half of the expected sales price. The average of the appraised valuation in Marshall County was \$31.19 per acre. The eleven parcels of land in Dickinson County, mostly pasture land were given an appraised value of \$20.97 per acre. The following table shows Federal taxes paid by the Frederick Scully estate.⁴¹

⁴¹ Ibid.

Table 3. Federal taxes on the Frederick Scully estate.

Kind of tax	Date	Amount
Federal estates tax	Jan. 29, 1944	\$3,198,842.84
Additional Federal estates tax	Jan. 17, 1945	30,529.75
District of Columbia estates tax	March 23, 1944	371,372.65
Additional D. C. estates tax	June 10, 1944	61,261.53
Additional D. C. estates tax	May 11, 1945	3,756.84
District of Columbia inheritance tax	April 25, 1944	65,415.14
Total		<u>\$3,731,178.75</u>

The inheritance tax paid to the State of Kansas totaled \$137,744.20.⁴² Taxes were also paid in Nebraska, Louisiana, Illinois and perhaps elsewhere. The total amount was probably well over four million dollars and the heirs did not need to mortgage or sell land to pay the tax. The estate was settled January 10, 1947 in the Ancillary settlement. At present the Scully lands in Kansas are leased from John C. Scully, Trustee for William Scully. New leases were signed by the tenants in the spring of 1947. The contents of the lease are much the same as those used in former years. There are slight changes in wording but the meaning and use of them has remained

⁴² Ibid.

virtually the same. Tenants still pay cash rent, which was slightly higher in 1947 than in 1946, furnish their own improvements and plant the crops required in the lease. The gross rents in Marion County for the year March 1, 1943 to March 1, 1944 were \$68,597 plus \$808.39 interest on arrears. Expenses were slight.⁴³ Considering the original investment the profits are huge. The business of being a landlord has evolved so that he has a minimum of risks and a maximum of leisure under the Scully system.

⁴³ Ibid.

CHAPTER V

AN EVALUATION OF THE SCULLY SYSTEM OF LANDLORDISM

William Scully came to America almost one hundred years ago and bought his first land in Illinois in 1850. Most of the Illinois land as remained the property of his family for over ninety years. Purchases in Kansas and Nebraska commenced in 1870 and were completed by 1887, sixty years ago.

In the counties affected, large areas of farming and pasture land have been stabilized under the ownership of this single family. Their absentee landlordism has retarded progress which could have resulted from local ownership. However, there are certain benefits, such as improved farming practices on their land, which can be traced directly to the system evolved by William Scully.

The ownership of large amounts of the natural resources of a country, and especially of land, has always brought forth a storm of protest and perhaps rightly so. The Scullys have been the object of much of these protests in the areas in which they own land. People have looked with displeasure and perhaps some distrust toward large landowners, especially when everything they did looked as if it were only for the purpose of making money.

William Scully did not even come to Kansas for some of his purchases of land but had his agent secure the abstract of title of the land and send it to him. He would make sure that the

title to the land was absolutely clear, without question, before he would buy it. When Frederick, his son, began to sell part of the land in the nineteen twenties he would not give clear title to it but reserved the oil and mineral rights to himself and his heirs. The purchasers at the same time had paid a high price for the land. Those restrictions on the use of the land after it had been sold limited the activity of the new owner on his property. Likewise, the attitude of Frederick Scully toward leasing his holdings for oil and gas production has retarded the development of large areas in northwestern Marion County by oil companies. This attitude has not only affected development of his land but of neighboring land as well.

The Scully property, itself, can be easily identified in Marion County because of the appearance of its improvements. Many of the buildings, today, are badly in need of paint and repairs but because they do not own the land the tenants spend neither time nor money in keeping up the appearance of their homes. Fences and other improvements on Scully land are often the minimum necessary to "get by." The tenants do not feel any of the pride of ownership felt by persons who own the land. They do not have their roots in the soil as owners do and public improvements suffer, also. When the farmers live on their own land and rent Scully land in addition, the benefits to community life and public improvements are more apparent.

The Scullys have not spent much time around their farms. Though Thomas Scully does live near his Illinois property, the owners of the land in Kansas and Nebraska have had their

official residence in Washington, D. C. for years. Most of the tenants in these states still think of the Scullys as foreigners and the Scullys themselves have taken no definite pains to change this opinion. With surprise some of the people in Marion County have remarked that twenty-four year old William Scully, the grandson of the first William and the present owner of the Kansas land, is a regular American young man. If the new owners would live on or near their holdings, rather than in some distant city, and would take part in the development of the community they would be accepted as loaders. At present, although they are considered fair landlords, they are looked upon as foreign capitalists who are after an increasing income.

Another source of wealth for the Scullys that could be considered unfair to other landlords is the increasing value of real estate, the "unearned increment." William Scully spotted his purchases in Marion County through fourteen townships though his land would not comprise three townships. No more than forty-five per cent of any one township is owned by Scully. Other owners nearby improved their land and paid taxes to build roads and schools, which increased the value of Scully's land as well as their own. This gain was over and above that resulting from the growing population and more available money, and Scully did not shoulder his share of the responsibility to make this profit. All he seemed to be interested in was obtaining rents from his land and every action of the landlord appeared to be with this end in view. After the panic of 1893, Scully forgave the rents due him for that year, though the tenants still paid

the taxes. He knew full well that the tenants could not have paid the rent. He would have lost a great many of his renters, who at that time were hard to find. An abatement on rent was again necessary for tenant morale during the poor crop years of the nineteen thirties. It did not work a hardship to the landlord for he was still making money and the tenants were probably barely breaking even or perhaps suffering a loss.

Another feature of the Scully system which has caused unfriendly feelings among other landowners is the "run-down" character of the improvements on Scully land. Because of the poor improvements the tax assessment for Scully land generally is less than neighboring land of the same productive capacity. This causes neighboring property to assume some of the tax load which rightfully should fall on Scully land. As a result, neighboring landowners have always felt that Scully is not paying his way in local government.

During the activity of the tenant association of the nineteen twenties, few of the members knew what the landlord could do to them because of the lease they signed. The same is true today. The length of the lease and the multitude of "herobys" and "hereinafters" and other legal terminology discourages the tenant from "wading in" and finding out what the lease prescribes. The system of fines for non-compliance with certain provisions of the lease, which were expressly forbidden and made unenforceable by a Kansas law of 1933, has been removed. However, other penalties have been added since then. Several provisions, some

not actually enforced, regarding crop rotation, increasing the fertility of the soil and soil conservation tend to act as moral persuasion to make the tenants farm the land as they should. The Scully lease as it is written could make the life of a tenant unbearable if it were strictly enforced. Enforcement is used sparingly and only to get rid of an undesirable tenant. This might be considered one of the "saving graces" of the Scully system.

Rents have also been reasonable over the years. One tenant, who retired in 1944 after fifty-two years of farming on Scully land, remarked that except for the increase in rent just after the first World War, he had paid approximately the same rent for the last forty years. Another tenant paid the cash rent on his three hundred twenty acres in 1946 with the income from crops on six acres. Of course, he had to pay the taxes and cost of improvements and other costs but with the high prices for farm crops, in 1947, payments are easy to make. Other landlords cannot compete with Scully on his rent.

Recently public policy has been in favor of breaking up large estates. Many suggestions have been made for legislation which would accomplish this purpose. Some people have advocated outright condemnation by the state of land owned by absentee landlords, but there would still be large estates. The progressive land tax would probably go a long way toward making ownership of large holdings such as the Scully estates unprofitable. Congress is attempting to reduce tenant farming in the United States by passing laws in 1947 expecting to in-

crease the number of farmer-operators.

The Kansas and Nebraska Scully land is now in trust to William and Robin, sons of Frederick. They will be given complete control of their holdings in 1958 and 1960, respectively, when they are thirty-five years of age unless their guardian feels that they are able to assume full ownership at thirty years of age. Until then the land could be sold by the guardian with the approval and consent of the son involved. However, there seems to be little likelihood of the Scully land being broken up into small independently owned farms in the immediate future. The sale of the Thomas Scully holdings in Missouri was viewed as an indication of a change in Scully attitude toward selling land but it must be remembered that the Missouri land had always been the least profitable of their property. Opinion is general in Marion County that the Scullys will keep the land until taxation or legislation forces them to dispose of it.

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APPENDIX

ONE OF THE FORMS OF FARMING LEASES USED IN
KANSAS ON SCULLY LAND IN 1893

Lease-filed June 17, 1893 at 8 a. m.¹

William Scully (hereinafter called the Landlord,) hereby rents to Henry W. Fisher (hereinafter called the Tenant), the following tract of land, in the County of Marion and State of Kansas, to-wit: The East half and the East half of the West half of Section 35 in Township 18 South, Range 2 East of the 6th P. M. supposed to contain 480 acres; excepting however, any part or parts thereof which may have been, or may hereafter be condemned or taken for Public Highways, or given, granted or taken for Railroads, school-houses, or other public uses; with full liberty for entry, egress and regress at all times for the said Landlord, his heirs, executors, administrators, and all persons authorized by him or them without being liable for any damages done to crops or fences of said Tenant:

To Hold, (Subject to all and singular the conditions, restrictions and limitations hereinafter mentioned), for the term of Five years, from and after the first day of March A. D. 1894, or so soon thereafter as the present tenant or tenants occupying said premises, or any portion of them, shall give possession of the same, and ending on the last day of February A. D. 1899. And in consideration thereof, the said tenant undertakes, promises and agrees as follows:

To pay to said Landlord the following sums, and to do and perform the following things, as rent for said premises.

On the first day of November, A. D. 1894 a sum equal to the taxes on said land for 1894.

On the first day of November, A. D. 1895 a sum equal to the taxes on said land for 1895.

On the first day of November, A. D. 1896, \$240.00
Two hundred and forty dollars.

On the first day of November, A. D. 1897, \$480.00
Four hundred and eighty dollars.

On the first day of November, A. D. 1898, \$720.00
Seven hundred and twenty dollars.

¹ 4 Miscellaneous Record, Marion County, 75-9.

And likewise in addition to the said several sums of money aforesaid as part of said rent to pay yearly to said Landlord, at the several and respective times of payment aforesaid, the full amount of all taxes or assessments, general or special, of any kind or nature whatsoever, made, levied or assessed upon or against said land or any part thereof, for and during the period of this lease, from the year 1894 to the year 1895, both years inclusive. And further to pay interest at the rate of ten per cent. per annum upon the amount of said rent and taxes from the time they are herein made payable until the same are fully paid. And likewise in addition to the above that he shall and will, as part of said rent, break out 360 acres of said land in the year 1894 and 1895 and in case of his failure to break out said 360 acres he shall and will forfeit and pay \$3.00 per acre for the amount of acres agreed to be broken and left unbroken, to said Landlord as agreed and liquidated damages for such failure.

And the said tenant further agrees that he will sow at least 100.00 acres of said land in small grain, such as wheat, oats, rye, flax, millet, alfalfa or sorghum, in each and every year during the continuance of this lease and in case of his failure to sow said 100 acres in such small grain he shall and will forfeit and pay to the said Landlord the sum of \$1.00 per acre for the amount of acres agreed to be sown in small grain and not sown, as agreed and liquidated damages for such failure.

And the said tenant further agrees that if, during any year of this lease, any portion of the rent reserved for such year shall remain due and unpaid at the commencement of the next succeeding rental year, then and in that event, the portion of the rent remaining due and unpaid with interest as herein provided shall be added to and become a part of the rent for such succeeding year. That the said Landlord is not liable to make or erect any houses, fences, or other improvements whatsoever on or about said lands, nor to be liable to contribute in any way to the making, erecting, or repairing same; nor to be responsible for any damage that may arise or be done through any want of or deficiency in the same; the said tenant taking said premises as they are, and agreeing to make all such improvements as he may deem necessary for the efficient cultivation of said land and for the protection of the crops at his own exclusive cost and expense.

But the said Landlord hereby agrees, that upon the expiration of the term of this lease, and upon the rent and taxes herein provided for being fully paid, and the other promises and undertakings herein written having been done, kept and performed by the said Tenant (but not otherwise), that he, the said Landlord, will consent to the removal of all buildings, fences and other chattels made or erected by the said Tenant upon said premises, or belonging to him thereon; Provided, that said removal be made promptly; but all buildings, fences or other improvements

thereon belonging to the Landlord, and all additions or repairs that may be made or done to the same during the lease, and any hedges or live fence, fruit or other trees that may be planted, set out or grown on said premises at any time previous to or during the term of this lease, shall be deemed fixtures and shall not be removable under any circumstances or at any time.

That said Tenant will cultivate and manage said land in a good and husbandlike manner. That he will pull out clean out and destroy all burrs, thistles and other weeds on said land by the first of September in each year. That he will take care of, cultivate, protect and maintain all hedgerows, fences, fruit and other trees that now are, or may hereafter be planted on said land. That he will trim all hedges on said land by the first of January in each and every year during this lease and burn the brush. That he will at his or their own expense, keep open, cleanse, plow, scrape and dig out all ditches and drains that now are, or may hereafter be made on said land, by the first day of October in each and every year during this lease; and in case of failure to keep open, cleanse, plow, scrape and dig out said ditches, trim said hedge-rows, and pull out and destroy the burrs, thistles and other weeds, respectively, as aforesaid, the said Tenant agrees to pay said Landlord Seventy-five cents per rod for the ditches, twenty-five cents per rod for the hedges, and two dollars per acre for land in burrs and weeds, as damages for such failure in addition to the rent hereby reserved, such damages to be recoverable by the said Landlord in the same manner as rent in arrears. That said Tenant will not permit or suffer cattle or other animals, to feed upon the stalks standing on said land, said stalks being reserved to the Landlord; and that he will deliver up said premises to the said Landlord in good order and condition as they now are, at the end or other sooner determination of the period for which the same are let, reasonable wear and tear only excepted.

That said Tenant will pay said Landlord on the first day of August, in each and every year of this lease, the proportionate amount of the rent hereinbefore reserved, on all land that may have been sown to small grain the spring or fall preceding. And it is hereby further covenanted and agreed, that said Landlord reserved and retains to himself or his agents the right of entry upon said land, for the purpose of fall plowing, any ground which may have been sown to small grains the Spring or Fall preceding the expiration or other sooner determination of this lease, and also of sowing wheat in the corn growing on said land.

It is further expressly agreed between the parties hereto, that if default shall be made in the payment of the rents above reserved or any part thereof, or any of the covenants or agreements herein contained to be kept by the said Tenant, it shall be lawful for the Landlord or his local representatives, into and

upon said premises or any part thereof, either with or without process of law to re-enter and re-possess the same at the election of the Landlord, and to distrain for any rent that may be due thereon upon any property belonging to the Tenant. And in order to enforce a forfeiture for non-payment of rent it shall not be necessary to make a demand on the same day the rent shall become due, but a failure to pay the same at the time aforesaid or a demand and a refusal to pay on the same day, or at any time on any subsequent day shall be sufficient; and after such default shall be made, the Tenant and all persons in possession under him shall be deemed guilty of a forcible detainer of said premises under the statute.

Nothing in this lease contained shall confer upon the Tenant any right to the coals, minerals, oils and quarries underlying said land, or any part thereof; but the same are hereby expressly reserved by the Landlord, together with full right, liberty and land room, to him to enter upon the premises and to bore, search, and excavate for the same, to work and remove the same, and to deposit excavated rubbish; and with full liberty to pass over said premises with vehicles, and to lay down and work any such railroad track or tracks as may be necessary and convenient for the above purposes; said Landlord, however, agreeing to deduct from the annual rent "pro-rata" for the land so taken by him or his assigns for said uses.

And it is further covenanted and agreed between the parties hereto, that all the rent herein reserved and agreed to be paid shall constitute and be a lien upon all the crops growing or made on said land during any of the time for which said premises are leased as aforesaid.

And the said Tenant hereby waive the benefit of the Exemption, Valuation and Appraisement Laws of the State of Kansas for the rent herein reserved.

Any assignment of this lease or underletting of said land or any part thereof without the written assent of the Landlord or his duly authorized agents first obtained shall operate to immediately determine this lease, without notice from the Landlord and the rent for the then current year and all arrears of rent shall become immediately due and payable.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease. Witness the hands and seals of the parties aforesaid, the 1st day of April, 1893.

Witness:

Albert H. Wolff
L. Pfister

William Scully (H.S.)
By Koehnle & Trapp.
His Attorneys in fact.
Henry W. Fisher (H.S.)

.
For valuable consideration I hereby surrender all my
rights, title and interest to the within lease after August
24, 1894.

Done this 25 day of August 1894.

Henry W. Fisher

ACT OF 1925 REGARDING FREE SALE AND TRANSFER OF
IMPROVEMENTS, OR THE PURCHASE THEREOF BY
THE LANDLORD²

Section 1. Amending 67-502 to read as follows.

That any person in the possession of real property with the assent of the owner is presumed to be a tenant at will, unless the contrary is shown except as herein otherwise provided. Where a landlord is renting farms in large numbers and a total acreage in excess of 5000 acres, and has tenants in excess of ten or more, and by the lease requires such tenants to erect or own and maintain substantially all of the buildings and improvements on the farm, such lease shall contain just and fair provisions for the free sale and transfer of such buildings and improvements, or the purchase thereof by the landlord without requiring the tenant to remove the same from the land.

Section 2.

That where the tenant in possession of farm lands under lease, with the owner as provided in section 1, owns substantially all the improvements on the land, he may transfer his term and improvements without the consent of the landlord, and any provision in the lease prohibiting such transfer or requiring the tenant or his assignee to remove such buildings or improvements, that does not require the landlord or the new tenant to pay the owner thereof the fair value of the improvements to the land at the time of expiration of the lease, shall be void.

Approved March 9, 1925

Effective after May 28, 1925.

² Session Laws of Kansas, 1925, Chapter 208.

ONE OF THE FORMS OF FARMING LEASES USED IN
KANSAS ON SCULLY LAND IN 1947

Kansas

Lease

John C. Scully, Trustee for William Scully (hereinafter called the Landlord), hereby rents to John Doo (hereinafter called the Tenant-), the following tract of land, in County of Marion and State of Kansas, to wit:

(Description of land.)

Supposed to contain _____ acres; excepting, however, any part or parts thereof which may have been, or may hereafter be condemned or taken for Public Highways, or given, granted or taken for Railroads, School Houses, or other public used; with full liberty for entry, egress and regress at all times for the said Landlord, his Heirs, Executors, Administrators and Assigns, and for his or their agent or agents, and all persons authorized by him or them without being liable for any damages done to crops or fences of said Tenant: TO HOLD (subject to all and singular the conditions, restrictions, and limitations hereinafter mentioned), for the term of _____ one _____ year, from and after the first day of March, A. D. 194____, or so soon thereafter as the present Tenant or Tenants occupying said premises, or any portion of them, shall give possession of the same, and ending on the last day of February, A. D. 194____.

And in consideration thereof, the said Tenant__ undertakes, promises and agrees as follows:

To pay to said Landlord the following sums, and to do and perform the following things, as rent for said premises:

On the first day of _____, A. D. 194____, \$ _____
(DOLLARS).

On the first day of December, A. D. 194____, \$ _____
(DOLLARS).

And likewise in addition to said several sums of money aforesaid as part of said rent to pay yearly to said Landlord, at the several and respective times of payment aforesaid, the full amount of all taxes or assessments, general or special, of every kind or nature whatsoever, made, levied or assessed upon or against said land or any part thereof, for and during the period of this lease, for the year 194____. And further to pay interest at the rate of six per cent. per annum upon the amount of said rent and taxes from the time they are herein made payable until the same are fully paid.

And the said Tenant further agrees that if, during any year of his lease, or extensions or renewal thereof, any portion of the rent reserved for such year shall remain due and unpaid at the commencement of the next succeeding rental year, then and in that event, the portion of the rent remaining due and unpaid, with interest as herein provided, shall be added to and become a part of the rent for such succeeding year.

That said Tenant will pay said Landlord on the first day of August, in each and every year of this lease, the proportionate amount of the rent hereinbefore reserved, on all land that may have been sown to small grain the spring or fall preceding. And it is hereby further covenanted and agreed, that said Landlord reserves and retains to himself or his agents, or any person by him thereunto authorized, the right of entry upon said land, for the purpose of fall plowing, any ground which may have been in small grain the crop season preceding the expiration or other sooner determination of this lease, and also of sowing wheat in the corn growing on said land.

It is further expressly agreed between the parties hereto, that if default shall be made in the payment of the rents above reserved, or any part thereof, or any of the covenants or agreements herein contained to be kept by said Tenant, it shall be lawful for the Landlord or his legal representatives, to enter into and upon said premises, or any part thereof, either with or without process of law, to re-enter and re-possess the same at the election of the Landlord, and to distrain for any rent that be due thereon upon any property belonging to the Tenant. And in order to enforce a forfeiture for non-payment of rent, it shall not be necessary to make a demand on the same day the rent shall become due; but a failure to pay the same at the time aforesaid or a demand and refusal to pay on the same day, or at any time on any subsequent day, shall be sufficient; and after default shall be made, the Tenant and all persons in possession under him shall be deemed guilty of a forcible detainer of said premises under the statute.

And it is further covenanted and agreed between the parties hereto, that all the rent herein reserved and agreed to be paid, shall constitute and be a lien upon all the crops growing or made on said land during any of the time for which said premises are leased as aforesaid; and upon any and all teams, farming implements, fences, buildings and chattel improvements and machinery owned by said Tenant and used on said land during said time; and that this lease may be filed at the proper office, and will be a chattel mortgage on said property for said purpose.

Any assignment of this lease, or underletting of said land or any part thereof, without the written assent of the Landlord or his duly authorized agents first obtained, shall operate to immediately determine this lease, without notice from the Landlord, and the rent for the then current year and all arrears of

rent shall become immediately due and payable. And it is further agreed between the parties hereto, that the Landlord, shall he deem it necessary may, at the cost and expense of the Tenant, employ men, teams and machinery to go upon said premises and cultivate the crops and harvest them, or to do anything that is necessary to promote their growth or save them at any time before they are in the granaries, the whole expense of the same to be a lien upon the said Tenant's share of said crop.

That the said Landlord is not liable to make or erect any houses, fences, or other improvements whatsoever on or about said lands, nor to be liable to contribute in any way to the making, erecting or repairing of any such houses, fences or other improvements: nor to allow for the same: nor to be responsible for any damage that may arise or be done through any want of or deficiency in the same: the said Tenant taking said premises as they are, and being permitted to make all such improvements as he may own exclusive cost and expense. But the said Landlord hereby agrees, that upon the expiration of the term of this lease, and upon the rent and taxes herein provided for being fully paid, and the other promises and undertakings herein written having been done, kept and performed by said Tenant (but not otherwise), that he, the said Landlord, will consent to the removal of all buildings, fences or other chattels made or erected by said Tenant upon said, or belonging to him thereon, PROVIDED, that said removal be made promptly; all buildings, fences or other improvements thereon belonging to the Landlord, and all additions or repairs that may be made or done to the same during this lease and any hedges or live fence, fruit or other trees that may be planted, set out or grown on said premises at any time previous to or during the term of this lease, shall be deemed fixtures by both parties hereto and shall not be removable under any circumstances or at any time. The Tenant shall not cut or remove any trees of any kind without the written consent of the Landlord or his agents.

Nothing in this lease contained shall confer upon the Tenant any right to the Coal, Minerals, Sand, Gravel, Mines, Oils and Quarries underlying said land, or any part thereof; but the same are hereby expressly reserved by the Landlord, together with full right, liberty and land room to him, to enter upon the premises to bore, search, and excavate for the same, to work and remove the same, and to deposit excavated rubbish; and with full liberty over said premises with vehicles, and to lay down and work any such railroad track or tracks as may be necessary and convenient for the above purposes: said Landlord, however, agreeing to deduct from the annual rent "pro-rata" for the land so taken, by him or his assigns for said uses. It is agreed between the parties hereto, that this lease is made and accepted subject to the reservation: That, if any portion of said land is leased for oil or gas operations, or either of them, by the Landlord, this lease shall be abrogated and surrendered as to rights of the tenants, as to said portion of said land, but a proportionate abatement

of the rent for the land leased for said oil and gas operations shall be made by the Landlord.

That said Tenant will cultivate and manage said land in a good and husbandlike manner. That he will pull out, clean out and destroy all burrs, thistles, sunflowers and other weeds on said land and pasture and the public road adjoining by the first of August in each year. That he will, on or before the first day of August in each and every year of this lease, mow or plow all lands sown to small grain. That he will take care of, cultivate, protect and maintain all hedgerows, fences, fruit and other trees that now are, or may hereafter be planted on said land by the first day of January in each year during the lease and burn the brush. That he will at his or their own expense, keep open, cleanse, plow, scrape, and dig out all ditches and drains that now are or may hereafter be made on said land, by the first day of October in each year during this lease; and that he will deliver up said premises to the said Landlord in good order and conditions as they now are, at the end or other sooner determination of the period for which the same are let, reasonable wear and tear only excepted. That said Tenant will not sublet, remove, sell or dispose of the stalks standing on said land, but shall have full pasture privileges for his own livestock. That he will not suffer, allow or permit any horses, hogs, cattle or other livestock to feed, run or be herded on said land when the ground is soft and would be injured thereby.

And the said Tenant further agrees that he will sow at least acres of said land in small grain such as wheat, oats, rye, flax, or millet, in each and every year during the continuance of this lease.

And the said Tenant agrees to sow, or if already sown, to keep growing and maintain at least acres of said land in alfalfa during his tenure of this lease and any extension or renewal thereof; and no rent shall be remitted for alfalfa plowed under, no permanent pasture or meadow shall be broken up, without the written consent of the Landlord or his Agents.

The said Tenant will sow in clover or sweet clover, either in oats or alone, at least one eighth of said premises exclusive of land in house lots, orchard or permanent pasture, for the purpose of changing and resting the land. The legume crop, herein required to be sown, shall not be plowed under sooner than eighteen months from the time the same was sown. The Landlord agrees that every acre of the above required legume crop plowed under, the rent at the rate above specified shall be remitted, and the Tenant may pasture or graze said legume crop, or cut same for use on said land only. But none of the legume crop, except the seed shall be sold or removed from the land. The Tenant agrees to pay an additional rent of \$5.00 per acre for each acre of the required amount of legumes not grown and turned under as herein

provided. Corn shall not be planted on any land where corn was grown during the two years next preceding.

For soil conservation, prevention of erosion and maintenance of soil fertility, the tenant agrees to seed bromo and legumes or native grasses, in all waterways and gullies and on any other areas designated by the landlord or his agents, and to help and cooperate in the establishment of grass water ways and the prevention of erosion, as directed by the landlord or his agents. For such water ways, gullies and erosion prevention areas established in grass, to the satisfaction of the landlord or his agents, the landlord agrees to allow a credit of \$____ per acre for one year only. Any area once established in grass under the provisions of this paragraph shall be deemed permanent grass land and a penalty of \$10 per acre will be assessed against the tenant for plowing up or disrupting any such area without the written consent of the landlord or his agents. The tenant may pasture, graze, cut for hay or seed, such legume and grass crops, only after the same, in the sole opinion of the landlord or his agents, is well established but no hay may be removed from the premises without the written consent of the landlord or his agents. Any such area shall not be included as crop rotation land.

The Tenant further agrees to seed bromo and legumes, or native grasses, in all waterways and gullies as directed by the Landlord or his Agents, and to help and cooperate in the establishment of grass aprons, waterways and prevention of erosion. Any such area shall not be included as crop rotation land. For such water ways and gullies established in grass, the Landlord agrees to allow credit of \$____ per acre for one year only. Damages of \$____ per acre will be charged against the tenant for plowing up or disrupting any waterways or gullies that have been established in grass, without the written consent of the Landlord or his Agents.

For eradication of bindweed and other perennial noxious growths the Landlord agrees to allow a credit of \$____ per acre for ____ acres of infested land, provided an approved method of eradication is employed by the tenant, and subject to the inspection and approval of the Landlord or his Agents. Land designated for eradication hereunder shall not be eligible for abatement or rent remittance under the terms of either of the two preceding paragraphs. In no case shall credit or rent remittance be made in excess of ____ for each 160 acres under lease, for bromo and legume crops established, for waterways and gullies seeded or bindweed tracts brought under treatment, for any single year.

The Tenant accepts this lease with full knowledge of the danger which might arise from the present or any future electric line construction, fixtures and equipment, and assumes all risk thereof and agrees to indemnify and hold harmless the Landlord from any loss, damage, costs or expense arising therefrom or out of any injury resulting therefrom to any person or persons.

Nothing in this lease contained shall be construed to create a tenancy longer than the one year term herein specified.

And the said Tenant hereby waives the benefit of the Exemption, Valuation And Appraisement Laws of the State of Kansas for the rent herein reserved.

And it is further mutually agreed that this lease merges all prior promises, agreements, or understandings, as to the contract between the parties thereto, and that this contract shall not be altered or changed, except in writing endorsed hereon and signed by the parties hereto, that no act of either or both parties, or a holding over, shall be construed as an extension of this lease, unless the same shall be reduced to writing and signed by both parties hereto.

Said Tenant agrees to use said premises for farming and grazing purposes only and that the same will not be used for any other purpose.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease.

WITNESS the hands and seals of the parties in triplicate, this _____ day of _____ A. D. 194__.

WITNESS:

_____ SEAL
SEAL
SEAL

THIS MEMORANDUM, made and entered into this day, witnesseth: That _____ the Lessee _____ in the within lease, and whose name _____ subscribed hereto, by and with the consent of Landlord, the Lessor herein, ha _____ sold to _____ whose name _____ also appear _____ subscribed hereto, all the buildings, fences and chattels on the demised premises, belonging to the said Lessee _____; and hereby undertake, promise _____ and agree _____ to and with the said Landlord, to do and perform, stand to and abide by all and singular the covenants, undertakings, promises and agreements to be done upon, kept and performed by the said original Lessee _____ as in said lease written, and hereby acknowledge _____ sol _____ bound by all and singular the conditions, limitations, restrictions, penalties and forfeitures therein contained, in the same manner and to the same extent as if _____ he _____ were the original Lessee _____ therein.

Dated at _____ this _____ day of _____ A. D. 194__

The consent of the Landlord is hereby given to the foregoing transfer. Dated at Lincoln, Ill., this _____ day of _____ A. D. 194__.

By _____

His Attorneys in fact

A FORM OF HAYING AND GRAZING LEASE USED ON

SCULLY LAND IN 1947

THIS INDENTURE, made this _____ day of _____ 194____
between John C. Scully, Trustee F P William Scully party of the
first part, and John Doe County of Marion State of Kansas
party of the second part.

WITNESSETH, That the said party of the first part, in consideration of the covenants of the party of the second part, hereinafter set forth, does by these presents lease to said party of the second part, the following described property, to wit:

(Description of the land.)

Supposed to contain _____ acres,
TO HAVE AND TO HOLD THE SAME to the said party of the second part for the term of one year from the first day of March, 194____ to the last day of February, 194____. And the said party of the second part, in consideration of the leasing the premises as above set forth, covenants and agrees with the party of the first part, to pay said party of the first part, as rent for the same, the sum of _____ Dollars, and the taxes assessed against said land for the year 194____, payable as follows, to wit:

On the first day of _____ 194____, the sum of _____ and taxes assessed against said land for the year 194____.

And further, to pay interest at the rate of _____ per cent. per annum upon the said amounts, from the time they are herein made payable, until the same are fully paid.

The said party of the second part further covenants with said party of the first part, that at the expiration of the time mentioned in this lease, peaceable possession of the said premises shall be given to the said party of the first part may, at his election, either distrain for said rent due, or declare this lease at an end, and recover possession as if the same were held by forcible detainer; the party of the second part hereby waiving any notice of such election, or any demand for the possession of said premises. And it is further covenanted and agreed between the parties aforesaid that said land shall be used for haying and grazing purposes only.

And the Tenant hereby give _____ to the Landlord a lien upon the fences and all improvements on said premises, and in default of the payment of the rent reserved when due, the Landlord or

his agent or agents may sell the same at public sale after ten days' notice, and apply the proceeds thereof, after payment of the costs of sale, to the payment of the rent due under this lease.

No greater number of cattle shall be pastured on said land than in the ratio of one head to each _____ acres of land, and in case the Tenant shall surcharge said pasture, he agree to pay double the amount of rent herein reserved as agreed and _____ to liquidated damages.

The said Tenant hereby waive the benefit of the Exemption, Valuation And Appraisement Laws of the State of Kansas to secure the payment of the rent herein reserved.

The Landlord reserves from this lease all rights to coal, minerals, oils, gas, and quarries, underlying said lands, with full right to search, bore and drill for the same, a ratable deduction of the rent being made for land so used by the Landlord.

The Tenant agree to keep all weeds mowed in the pasture and along the highway and to keep the hedges trimmed.

In case of severe drouth causing shortage of feed or water, Tenant agrees to remove all stock upon request of Landlord or his agents, ratable adjustment of rent being allowed by Landlord for unexpired portion of said grazing season.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease.

Witness the hands and seals of parties aforesaid.

SEAL

SEAL

SEAL